

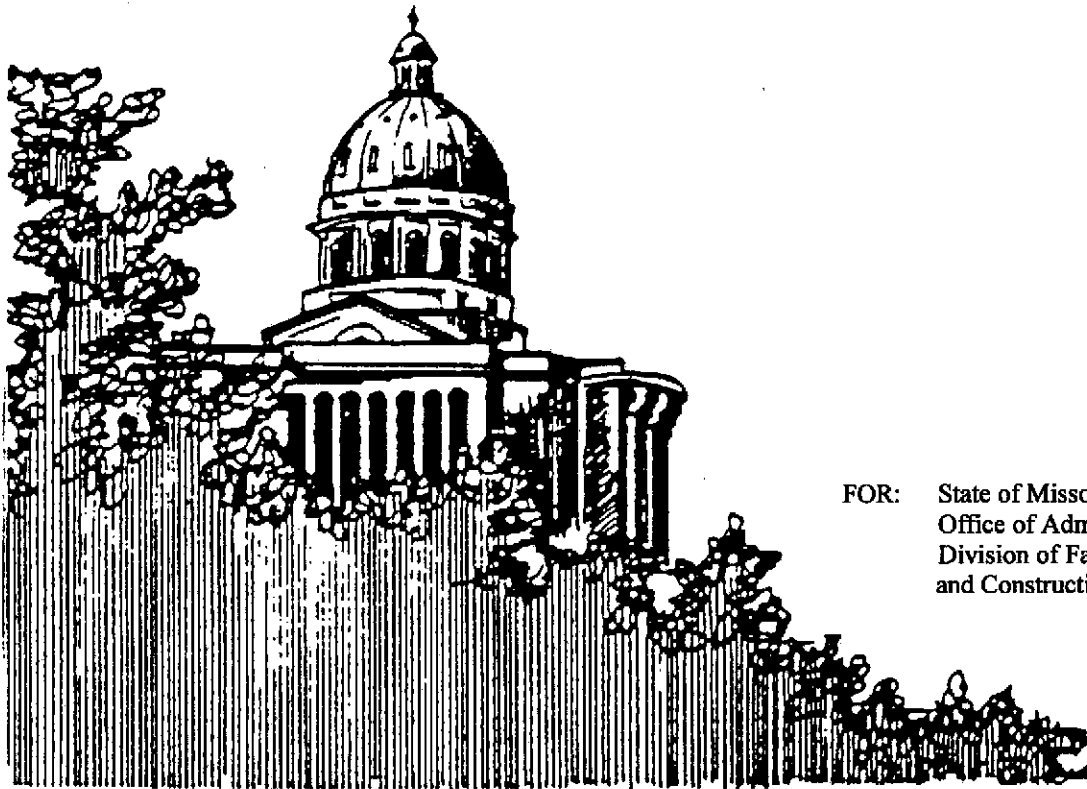
PROJECT MANUAL

TELECOM & DATA WIRING & INSTALLATION STATEWIDE CONTRACT

PREPARED BY: Division of Facilities Management,
Design & Construction
P. O. Box 809
301 West High
Jefferson City, Missouri

DATE ISSUED: 3/31/2010

PROJECT NO.: 910PWSC



FOR: State of Missouri
Office of Administration
Division of Facilities Management, Design
and Construction

ADDENDUM NUMBER 3

TO: PLANS AND SPECIFICATIONS FOR:

Telecom & Data Wiring Installation
Statewide Contract
PROJECT NO.: 910PW-SC

Bid Date bids are due 1:30 pm, August 5, 2010.

Changes to Project Manual:

Section 00220.A, Page 8, Line Number 122: Bidders are hereby informed that this addendum modifies the applied formula for use of this Unit Price. When deemed appropriate by OA, ITSD or their specific written designee for labor costs only, the contractor will be allowed to use the city index times \$49.00 per hour times the bidder's multiplier. This quantity can then be increased by adding the county fringe rate. The result will then be the hourly labor charge rate.

Example for St. Louis City:

CI = City Index (from Section 00220.A) is 102.40% for St. Louis City (county of work)
Listed hourly labor rate \$49.00 (Line item 122 ELEC from 00220.A – Unit Price Rate Sheets)
Mult = Bid Multiplier from Section 00310-Bid Form, part 2.0
FR = Fringe Rate from county of work's Annual Wage Order

$(CI * \$49.00 * Mult)] + FR = \text{Hourly Charge Rate}$

$(1.0240 * \$49.00 * \text{Bid Multiplier for hourly labor}) + ((\$7.96 + 0.425(\$33.60)) = \text{Hourly Charge Rate}$

By the order of:

Cathy Brown, Dept. Director of Admin. & Planning
Division of Facilities Management
and Design & Construction
July 30, 2010

ADDENDUM NUMBER 2

TO: PLANS AND SPECIFICATIONS FOR:

Telecom & Data Wiring Installation
Statewide Contract
PROJECT NO.: 910PW-SC

BID DATE HAS BEEN CHANGED, bids are due 1:30 pm, August 5, 2010.

Changes to Project Manual:

Section 00200, Instructions to Bidders, Article 5.0, Item A., second paragraph, Due before stated date and time of bid opening (see IFB);, Bid Form Volume Original Only which shall include but is not limited to: **add "Statement of Bidder's Bonding Rate(s);** This statement shall be submitted in the bid envelope with the Bid Forms that are part of the Bid Form Volume.

Section 00220.A – Unit Price Rate Sheets, remove entire 00220.A and replace with the revised Section 00220.A – Unit Price Rate Sheets, which consists of eight (8) pages and attached hereto. Pricing Items 118, 119, and 120 are not valid for purposes of this contract.

Section 00230 Scope of Services and Performance Requirements, Item 2, Contractor Staffing Requirements: delete paragraph "a." in its entirety.

Item 8, Paragraph b., first sentence, DELETE the word circuits.

Clarification: Declaration of Emergency for purpose of Contract/Work Authorizations

Emergencies under this contract may be declared ONLY by OA, ITSD or their specific written designee.

The Pre-bid took place on July, 14, 2010 at 10:30 am the list of Pre-bid Attendees is attached for bidders information.

By the order of:

Cathy Brown, Dept. Director of Admin. & Planning
Division of Facilities Management
and Design & Construction
July 19, 2010

attachments

SECTION 00220.A

CITY INDEX

PROJECT NO. 910PWSC

| City | INDEX |
|----------------|---------|
| | Total |
| BOWLING GREEN | 92.40% |
| CAPE GIRARDEAU | 92.00% |
| CHILLICOTHE | 82.10% |
| COLUMBIA | 93.00% |
| FLAT RIVER | 93.30% |
| HANNIBAL | 87.40% |
| HARRISONVILLE | 94.50% |
| JEFFERSON CITY | 90.90% |
| JOPLIN | 82.90% |
| KANSAS CITY | 102.90% |
| KIRKSVILLE | 86.50% |
| POPLAR BLUFF | 86.30% |
| ROLLA | 86.00% |
| SEDALIA | 88.20% |
| SIKESTON | 86.40% |
| SPRINGFIELD | 88.90% |
| ST. JOSEPH | 93.30% |
| ST. LOUIS | 102.40% |

Final Estimate

ITSD Phone/Data

| Item | Description | UM | Quantity | Unit Cost | Total | Book |
|----------------------------|------------------|--|----------|-----------|----------|-----------------------------|
| 27 - Communications | | | | | | |
| 1 | 27-01-30-51-3400 | Operation and maintenance of voice equipment, including remove, store and reinstall, remove and replace, speaker | Ea. | 1.0000 | \$97.00 | \$97.00 RSM10MCOM L O&P |
| 2 | 27-05-05-20-0120 | Electrical demolition, communications, fiber optics, cable | L.F. | 1.0000 | \$0.24 | \$0.24 RSM10MCOM L O&P |
| 3 | 27-05-05-20-0160 | Electrical demolition, communications, fiber optics, multi-channel rack enclosure | Ea. | 1.0000 | \$97.00 | \$97.00 RSM10MCOM L O&P |
| 4 | 27-05-05-20-0180 | Electrical demolition, communications, fiber optics, patch panel | Ea. | 1.0000 | \$32.50 | \$32.50 RSM10MCOM L O&P |
| 5 | 27-05-05-20-0220 | Electrical demolition, communications, communication cables and fittings, voice or data outlet | Ea. | 1.0000 | \$4.16 | \$4.16 RSM10MCOM L O&P |
| 6 | 27-05-05-20-0240 | Electrical demolition, communications, communication cables and fittings, telephone cable | L.F. | 1.0000 | \$0.21 | \$0.21 RSM10MCOM L O&P |
| 7 | 27-05-05-20-0260 | Electrical demolition, communications, communication cables and fittings, phone jack | Ea. | 1.0000 | \$4.32 | \$4.32 RSM10MCOM L O&P |
| 8 | 27-05-05-20-0300 | Electrical demolition, communications, communication cables and fittings, high performance cable, 2 pair | L.F. | 1.0000 | \$0.19 | \$0.19 RSM10MCOM L O&P |
| 9 | 27-05-05-20-0320 | Electrical demolition, communications, communication cables and fittings, high performance cable, 4 pair | L.F. | 1.0000 | \$0.28 | \$0.28 RSM10MCOM L O&P |
| 10 | 27-05-05-20-0340 | Electrical demolition, communications, communication cables and fittings, high performance cable, 25 pair | L.F. | 1.0000 | \$0.65 | \$0.65 RSM10MCOM L O&P |
| 11 | 27-05-05-20-0400 | Electrical demolition, communications, terminal cabinet | Ea. | 1.0000 | \$117.00 | \$117.00 RSM10MCOM L O&P |
| 12 | 27-05-05-20-1020 | Electrical demolition, communications, nurse call system, station | Ea. | 1.0000 | \$24.50 | \$24.50 RSM10MCOM L O&P |
| 13 | 27-05-05-20-1040 | Electrical demolition, communications, nurse call system, standard call button | Ea. | 1.0000 | \$24.50 | \$24.50 RSM10MCOM L O&P |
| 14 | 27-05-05-20-1060 | Electrical demolition, communications, nurse call system, corridor, dome light or zone indicator | Ea. | 1.0000 | \$24.50 | \$24.50 RSM10MCOM L O&P |
| 15 | 27-05-05-20-1080 | Electrical demolition, communications, nurse call system, master control station | Ea. | 1.0000 | \$585.00 | \$585.00 RSM10MCOM L O&P |
| 16 | 27-05-05-30-0120 | Electrical demolition, sound and video, cables, TV antenna lead in cable | L.F. | 1.0000 | \$0.28 | \$0.28 RSM10MCOM L O&P |
| 17 | 27-05-05-30-0140 | Electrical demolition, sound and video, cables, sound cable | L.F. | 1.0000 | \$0.24 | \$0.24 RSM10MCOM L O&P |
| 18 | 27-05-05-30-0160 | Electrical demolition, sound and video, cables, microphone cable | L.F. | 1.0000 | \$0.24 | \$0.24 RSM10MCOM L O&P |
| 19 | 27-05-05-30-0180 | Electrical demolition, sound and video, cables, coaxial cable | L.F. | 1.0000 | \$0.24 | \$0.24 RSM10MCOM L O&P |

Final Estimate

ITSD Phone/Data

27 - Communications

| Item | Description | UM | Quantity | Unit Cost | Total | Book |
|---------------------|--|--------|----------|------------|------------|---------------------------|
| 20 27-05-05-30-0200 | Electrical demolition, sound and video; doorbell system, excluding wires, cables, and conduit | Ea. | 1.0000 | \$36.50 | \$36.50 | RSM10MCOM M, L, O&P |
| 21 27-11-19-10-2960 | Termination blocks and patch panels, patch panel, RJ-45/110 type, 24 ports | Ea. | 1.0000 | \$400.00 | \$400.00 | RSM10MCOM M, L, O&P |
| 22 27-11-19-10-3000 | Termination blocks and patch panels, patch panel, RJ-45/110 type, 48 ports | Ea. | 1.0000 | \$705.00 | \$705.00 | RSM10MCOM M, L, O&P |
| 23 27-11-19-10-3040 | Termination blocks and patch panels, patch panel, RJ-45/110 type, 96 ports | Ea. | 1.0000 | \$1,050.00 | \$1,050.00 | RSM10MCOM M, L, O&P |
| 24 27-11-19-10-3100 | Termination blocks and patch panels, patch panel, RJ-45/110 type, punch down termination per port | Ea. | 1.0000 | \$5.45 | \$5.45 | RSM10MCOM M, L, O&P |
| 25 27-13-23-13-0070 | Communications optical fiber, specialized tools and techniques cause installation costs to vary, fiber optic, cable, bulk simplex, minimum | C.L.F. | 1.0000 | \$98.50 | \$98.50 | RSM10MCOM M, L, O&P |
| 26 27-13-23-13-0080 | Communications optical fiber, specialized tools and techniques cause installation costs to vary, fiber optic, cable, bulk plenum quad, maximum | C.L.F. | 1.0000 | \$330.00 | \$330.00 | RSM10MCOM M, L, O&P |
| 27 27-13-23-13-0150 | Communications optical fiber, fiber optic, jumper | Ea. | 1.0000 | \$61.00 | \$61.00 | RSM10MCOM M, L, O&P |
| 28 27-13-23-13-0200 | Communications optical fiber, fiber optic, pigtail | Ea. | 1.0000 | \$33.00 | \$33.00 | RSM10MCOM M, L, O&P |
| 29 27-13-23-13-0300 | Communications optical fiber, fiber optic, connector | Ea. | 1.0000 | \$45.00 | \$45.00 | RSM10MCOM M, L, O&P |
| 30 27-13-23-13-0350 | Communications optical fiber, fiber optic, finger splice | Ea. | 1.0000 | \$53.00 | \$53.00 | RSM10MCOM M, L, O&P |
| 31 27-13-23-13-0400 | Communications optical fiber, fiber optic, transceiver, low cost, bi-directional | Ea. | 1.0000 | \$405.00 | \$405.00 | RSM10MCOM M, L, O&P |
| 32 27-13-23-13-0450 | Communications optical fiber, fiber optic, rack housing, 4 rack spaces, 12 panels, 144 fibers | Ea. | 1.0000 | \$705.00 | \$705.00 | RSM10MCOM M, L, O&P |
| 33 27-13-23-13-0500 | Communications optical fiber, fiber optic, patch panel, 12 ports | Ea. | 1.0000 | \$365.00 | \$365.00 | RSM10MCOM M, L, O&P |
| 34 27-13-23-13-1000 | Communications optical fiber, fiber optic, cable, 62.5 microns, direct burial, 4 fiber | L.F. | 1.0000 | \$3.95 | \$3.95 | RSM10MCOM M, L, E, O&P |
| 35 27-13-23-13-1020 | Communications optical fiber, fiber optic, cable, 62.5 microns, indoor, 2 fiber | L.F. | 1.0000 | \$1.87 | \$1.87 | RSM10MCOM M, L, O&P |
| 36 27-13-23-13-1040 | Communications optical fiber, fiber optic, cable, 62.5 microns, outdoor, aerial or duct | L.F. | 1.0000 | \$1.65 | \$1.65 | RSM10MCOM M, L, O&P |
| 37 27-13-23-13-1060 | Communications optical fiber, fiber optic, cable, 50 microns, direct burial, 8 fiber | L.F. | 1.0000 | \$2.07 | \$2.07 | RSM10MCOM M, L, O&P |
| 38 27-13-23-13-1080 | Communications optical fiber, fiber optic, cable, 50 microns, direct burial, 12 fiber | L.F. | 1.0000 | \$2.23 | \$2.23 | RSM10MCOM M, L, O&P |
| 39 27-13-23-13-1100 | Communications optical fiber, fiber optic, cable, 50 microns, indoor, 12 fiber | L.F. | 1.0000 | \$4.67 | \$4.67 | RSM10MCOM M, L, O&P |

Final Estimate

ITSD Phone/Data

27 - Communications

| Item | Description | UM | Quantity | Unit Cost | Total | Book |
|---------------------|---|--------|----------|-----------|----------|-----------------------|
| 40 27-13-23-13-1120 | Communications optical fiber, fiber optic, connectors, 62.5 micron cable, transmission | Ea. | 1.0000 | \$47.50 | \$47.50 | RSM10MCOM M.L. O&P |
| 41 27-13-23-13-1120 | Communications optical fiber, fiber optic, connectors, 62.5 micron cable, transmission | Ea. | 1.0000 | \$47.50 | \$47.50 | RSM10MCOM M.L. O&P |
| 42 27-13-23-13-1140 | Communications optical fiber, fiber optic, connectors, 62.5 micron cable, cable splice | Ea. | 1.0000 | \$53.50 | \$53.50 | RSM10MCOM M.L. O&P |
| 43 27-13-23-13-1160 | Communications optical fiber, fiber optic, connectors, 125 micron cable, transmission | Ea. | 1.0000 | \$103.00 | \$103.00 | RSM10MCOM M.L. O&P |
| 44 27-13-23-13-1480 | Communications optical fiber, fiber optic, cable enclosure, interior NEMA 13 | Ea. | 1.0000 | \$365.00 | \$365.00 | RSM10MCOM M.L. O&P |
| 45 27-13-23-13-1500 | Communications optical fiber, fiber optic, cable enclosure, splice with enclosure encapsulant | Ea. | 1.0000 | \$335.00 | \$335.00 | RSM10MCOM M.L. O&P |
| 46 27-15-13-13-2200 | Communication cables, telephone twisted, PVC insulation, #22-2 conductor | C.L.F. | 1.0000 | \$68.50 | \$68.50 | RSM10MCOM M.L. O&P |
| 47 27-15-13-13-2250 | Communication cables, telephone twisted, PVC insulation, #22-3 conductor | C.L.F. | 1.0000 | \$78.00 | \$78.00 | RSM10MCOM M.L. O&P |
| 48 27-15-13-13-2300 | Communication cables, telephone twisted, PVC insulation, #22-4 conductor | C.L.F. | 1.0000 | \$88.00 | \$88.00 | RSM10MCOM M.L. O&P |
| 49 27-15-13-13-2350 | Communication cables, telephone twisted, PVC insulation, #18-2 conductor | C.L.F. | 1.0000 | \$78.50 | \$78.50 | RSM10MCOM M.L. O&P |
| 50 27-15-13-13-2370 | Communication cables, telephone jack, eight pins | Ea. | 1.0000 | \$25.50 | \$25.50 | RSM10MCOM M.L. O&P |
| 51 27-15-13-13-5100 | Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 2 pair solid, PVC jacket | C.L.F. | 1.0000 | \$67.50 | \$67.50 | RSM10MCOM M.L. O&P |
| 52 27-15-13-13-5200 | Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 4 pair solid, PVC jacket | C.L.F. | 1.0000 | \$98.00 | \$98.00 | RSM10MCOM M.L. O&P |
| 53 27-15-13-13-5300 | Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 25 pair solid, PVC jacket | C.L.F. | 1.0000 | \$246.00 | \$246.00 | RSM10MCOM M.L. O&P |
| 54 27-15-13-13-5400 | Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 2 pair solid, plenum | C.L.F. | 1.0000 | \$69.50 | \$69.50 | RSM10MCOM M.L. O&P |
| 55 27-15-13-13-5500 | Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 4 pair solid, plenum | C.L.F. | 1.0000 | \$100.00 | \$100.00 | RSM10MCOM M.L. O&P |
| 56 27-15-13-13-5600 | Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 25 pair solid, plenum | C.L.F. | 1.0000 | \$290.00 | \$290.00 | RSM10MCOM M.L. O&P |
| 57 27-15-13-13-5700 | Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 4 pair stranded, PVC jacket | C.L.F. | 1.0000 | \$109.00 | \$109.00 | RSM10MCOM M.L. O&P |
| 58 27-15-13-13-7000 | Communication cables, high performance unshielded twisted pair (UTP), cable, category 5, #24, 4 pair solid, PVC jacket | C.L.F. | 1.0000 | \$99.50 | \$99.50 | RSM10MCOM M.L. O&P |

Final Estimate

ITSD Phone/Data

27 - Communications

| Item | Description | UM | Quantity | Unit Cost | Total | Book |
|---------------------|--|--------|----------|-----------|----------|------------------------|
| 59 27-15-13-13-7100 | Communication cables, high performance unshielded twisted pair (UTP), cable, category 5, #24, 4 pair solid, plenum | C.L.F. | 1.0000 | \$133.00 | \$133.00 | RSM10MCOM M, L, O&P |
| 60 27-15-13-13-7200 | Communication cables, high performance unshielded twisted pair (UTP), cable, category 5, #24, 4 pair stranded, PVC jacket | C.L.F. | 1.0000 | \$108.00 | \$108.00 | RSM10MCOM M, L, O&P |
| 61 27-15-13-13-7200 | Communication cables, high performance unshielded twisted pair (UTP), cable, category 5, #24, 4 pair stranded, PVC jacket | C.L.F. | 1.0000 | \$108.00 | \$108.00 | RSM10MCOM M, L, O&P |
| 62 27-15-13-13-7210 | Communication cables, high performance unshielded twisted pair (UTP), cable, category 5e, #24, 4 pair solid, PVC jacket | C.L.F. | 0.0100 | \$99.00 | \$0.99 | RSM10MCOM M, L, O&P |
| 63 27-15-13-13-7210 | Communication cables, high performance unshielded twisted pair (UTP), cable, category 5e, #24, 4 pair solid, PVC jacket | C.L.F. | 1.0000 | \$99.00 | \$99.00 | RSM10MCOM M, L, O&P |
| 64 27-15-13-13-7212 | Communication cables, high performance unshielded twisted pair (UTP), cable, category 5e, #24, 4 pair solid, plenum | C.L.F. | 1.0000 | \$129.00 | \$129.00 | RSM10MCOM M, L, O&P |
| 65 27-15-13-13-7214 | Communication cables, high performance unshielded twisted pair (UTP), cable, category 5e, #24, 4 pair stranded, PVC jacket | C.L.F. | 1.0000 | \$109.00 | \$109.00 | RSM10MCOM M, L, O&P |
| 66 27-15-13-13-7240 | Communication cables, high performance unshielded twisted pair (UTP), cable, category 6, #24, 4 pair solid, PVC jacket | C.L.F. | 1.0000 | \$110.00 | \$110.00 | RSM10MCOM M, L, O&P |
| 67 27-15-13-13-7242 | Communication cables, high performance unshielded twisted pair (UTP), cable, category 6, #24, 4 pair solid, plenum | C.L.F. | 1.0000 | \$159.00 | \$159.00 | RSM10MCOM M, L, O&P |
| 68 27-15-13-13-7244 | Communication cables, high performance unshielded twisted pair (UTP), cable, category 6, #24, 4 pair stranded, PVC jacket | C.L.F. | 1.0000 | \$117.00 | \$117.00 | RSM10MCOM M, L, O&P |
| 69 27-15-13-13-7300 | Communication cables, high performance unshielded twisted pair (UTP), connector, RJ-45, category 5 | Ea. | 1.0000 | \$8.70 | \$8.70 | RSM10MCOM M, L, O&P |
| 70 27-15-13-13-7302 | Communication cables, high performance unshielded twisted pair (UTP), connector, shielded RJ-45, category 5 | Ea. | 1.0000 | \$12.05 | \$12.05 | RSM10MCOM M, L, O&P |
| 71 27-15-13-13-7310 | Communication cables, high performance unshielded twisted pair (UTP), jack, UTP RJ-45, category 3 | Ea. | 1.0000 | \$12.15 | \$12.15 | RSM10MCOM M, L, O&P |
| 72 27-15-13-13-7312 | Communication cables, high performance unshielded twisted pair (UTP), jack, UTP RJ-45, category 5 | Ea. | 1.0000 | \$14.15 | \$14.15 | RSM10MCOM M, L, O&P |
| 73 27-15-13-13-7314 | Communication cables, high performance unshielded twisted pair (UTP), jack, UTP RJ-45, category 5e | Ea. | 1.0000 | \$14.15 | \$14.15 | RSM10MCOM M, L, O&P |
| 74 27-15-13-13-7316 | Communication cables, high performance unshielded twisted pair (UTP), jack, UTP RJ-45, category 6 | Ea. | 1.0000 | \$14.15 | \$14.15 | RSM10MCOM M, L, O&P |
| 75 27-15-13-13-7322 | Communication cables, high performance unshielded twisted pair (UTP), jack, shielded RJ-45, category 5 | Ea. | 1.0000 | \$16.25 | \$16.25 | RSM10MCOM M, L, O&P |

Final Estimate

ITSD Phone/Data

27 - Communications

| Item | Description | UM | Quantity | Unit Cost | Total | Book |
|---------------------|--|--------|----------|-----------|----------|------------------------|
| 76 27-15-13-13-7324 | Communication cables, high performance unshielded twisted pair (UTP), jack, shielded RJ-45, category 5e | Ea. | 1.0000 | \$16.25 | \$16.25 | RSM10MCOM M, L, O&P |
| 77 27-15-13-13-7326 | Communication cables, high performance unshielded twisted pair (UTP), jack, shielded RJ-45, category 6 | Ea. | 1.0000 | \$16.25 | \$16.25 | RSM10MCOM M, L, O&P |
| 78 27-15-13-13-7400 | Communication cables, high performance unshielded twisted pair (UTP), voice and data expansion module, category 5e | Ea. | 1.0000 | \$122.00 | \$122.00 | RSM10MCOM M, L, O&P |
| 79 27-15-33-10-3540 | Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC plug, for RG AUJ #58 cable | Ea. | 1.0000 | \$18.85 | \$18.85 | RSM10MCOM M, L, O&P |
| 80 27-15-33-10-3550 | Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC plug, for RG AUJ #59 cable | Ea. | 1.0000 | \$18.85 | \$18.85 | RSM10MCOM M, L, O&P |
| 81 27-15-33-10-3560 | Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC plug, for RG AUJ #62 cable | Ea. | 1.0000 | \$18.85 | \$18.85 | RSM10MCOM M, L, O&P |
| 82 27-15-33-10-3560 | Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC plug, for RG AUJ #62 cable | Ea. | 1.0000 | \$18.85 | \$18.85 | RSM10MCOM M, L, O&P |
| 83 27-15-33-10-3600 | Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC jack, for RG AUJ #58 cable | Ea. | 1.0000 | \$19.15 | \$19.15 | RSM10MCOM M, L, O&P |
| 84 27-15-33-10-3610 | Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC jack, for RG AUJ #59 cable | Ea. | 1.0000 | \$19.15 | \$19.15 | RSM10MCOM M, L, O&P |
| 85 27-15-33-10-3620 | Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC jack, for RG AUJ #62 cable | Ea. | 1.0000 | \$19.15 | \$19.15 | RSM10MCOM M, L, O&P |
| 86 27-15-33-10-3660 | Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC panel jack, for RG AUJ #58 cable | Ea. | 1.0000 | \$22.50 | \$22.50 | RSM10MCOM M, L, O&P |
| 87 27-15-33-10-3670 | Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC panel jack, for RG AUJ #59 cable | Ea. | 1.0000 | \$22.50 | \$22.50 | RSM10MCOM M, L, O&P |
| 88 27-15-33-10-3680 | Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC panel jack, for RG AUJ #62 cable | Ea. | 1.0000 | \$22.50 | \$22.50 | RSM10MCOM M, L, O&P |
| 89 27-15-33-10-3720 | Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC bulkhead jack, for RG AUJ #58 cable | Ea. | 1.0000 | \$23.00 | \$23.00 | RSM10MCOM M, L, O&P |
| 90 27-15-33-10-3730 | Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC bulkhead jack, for RG AUJ #59 cable | Ea. | 1.0000 | \$23.00 | \$23.00 | RSM10MCOM M, L, O&P |
| 91 27-15-33-10-3740 | Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC bulkhead jack, for RG AUJ #62 cable | Ea. | 1.0000 | \$23.00 | \$23.00 | RSM10MCOM M, L, O&P |
| 92 27-15-33-10-3850 | Coaxial cable and fittings, coaxial cable, RG AUJ 58, 50 ohm | C.L.F. | 1.0000 | \$126.00 | \$126.00 | RSM10MCOM M, L, O&P |
| 93 27-15-33-10-3860 | Coaxial cable and fittings, coaxial cable, RG AUJ 59, 75 ohm | C.L.F. | 1.0000 | \$115.00 | \$115.00 | RSM10MCOM M, L, O&P |

Final Estimate

ITSD Phone/Data

27 - Communications

| Item | Description | UM | Quantity | Unit Cost | Total | Book |
|----------------------|---|--------|----------|-----------|----------|-------------------------|
| 94 27-15-33-10-3870 | Coaxial cable and fittings, coaxial cable, RG A/U 62, 93 ohm | C.L.F. | 1.0000 | \$123.00 | \$123.00 | RSMT10MCOM M, L, O&P |
| 95 27-15-33-10-3875 | Coaxial cable and fittings, coaxial cable, RG 8/U, 75 ohm | C.L.F. | 1.0000 | \$108.00 | \$108.00 | RSMT10MCOM M, L, O&P |
| 96 27-15-33-10-3950 | Coaxial cable and fittings, coaxial cable, fire rated, RG A/U 58, 50 ohm | C.L.F. | 1.0000 | \$173.00 | \$173.00 | RSMT10MCOM M, L, O&P |
| 97 27-15-33-10-3960 | Coaxial cable and fittings, coaxial cable, fire rated, RG A/U 59, 75 ohm | C.L.F. | 1.0000 | \$206.00 | \$206.00 | RSMT10MCOM M, L, O&P |
| 98 27-15-33-10-3970 | Coaxial cable and fittings, coaxial cable, fire rated, RG A/U 62, 93 ohm | C.L.F. | 1.0000 | \$191.00 | \$191.00 | RSMT10MCOM M, L, O&P |
| 99 27-15-43-13-0120 | Communication outlets, excluding voice or data devices, voice or data outlets, single opening | Ea. | 1.0000 | \$20.50 | \$20.50 | RSMT10MCOM M, L, O&P |
| 100 27-15-43-13-0140 | Communication outlets, excluding voice or data devices, voice or data outlets, two jack openings | Ea. | 1.0000 | \$15.10 | \$15.10 | RSMT10MCOM M, L, O&P |
| 101 27-15-43-13-0160 | Communication outlets, excluding voice or data devices, voice or data outlets, one jack and one 3/4" round opening | Ea. | 1.0000 | \$20.50 | \$20.50 | RSMT10MCOM M, L, O&P |
| 102 27-15-43-13-0180 | Communication outlets, excluding voice or data devices, voice or data outlets, one jack and one twinaxial opening | Ea. | 1.0000 | \$20.50 | \$20.50 | RSMT10MCOM M, L, O&P |
| 103 27-15-43-13-0200 | Communication outlets, excluding voice or data devices, voice or data outlets, one jack and one connector cabling opening | Ea. | 1.0000 | \$20.50 | \$20.50 | RSMT10MCOM M, L, O&P |
| 104 27-15-43-13-0220 | Communication outlets, excluding voice or data devices, voice or data outlets, two 3/8" coaxial openings | Ea. | 1.0000 | \$20.50 | \$20.50 | RSMT10MCOM M, L, O&P |
| 105 27-15-43-13-0300 | Communication outlets, excluding voice or data devices, data outlets, single opening | Ea. | 1.0000 | \$20.50 | \$20.50 | RSMT10MCOM M, L, O&P |
| 106 27-15-43-13-0320 | Communication outlets, excluding voice or data devices, data outlets, one 25-pin subminiature opening | Ea. | 1.0000 | \$20.50 | \$20.50 | RSMT10MCOM M, L, O&P |
| 107 27-15-43-13-1000 | Communication outlets, excluding voice or data devices, voice or data wall plate plastic, 1 gang, 1-port | Ea. | 1.0000 | \$10.60 | \$10.60 | RSMT10MCOM M, L, O&P |
| 108 27-15-43-13-1020 | Communication outlets, excluding voice or data devices, voice or data wall plate plastic, 1 gang, 2-port | Ea. | 1.0000 | \$10.60 | \$10.60 | RSMT10MCOM M, L, O&P |
| 109 27-15-43-13-1040 | Communication outlets, excluding voice or data devices, voice or data wall plate plastic, 1 gang, 3-port | Ea. | 1.0000 | \$10.60 | \$10.60 | RSMT10MCOM M, L, O&P |
| 110 27-15-43-13-1060 | Communication outlets, excluding voice or data devices, voice or data wall plate plastic, 1 gang, 4-port | Ea. | 1.0000 | \$10.60 | \$10.60 | RSMT10MCOM M, L, O&P |
| 111 27-15-43-13-1080 | Communication outlets, excluding voice or data devices, voice or data wall plate plastic, 1 gang, 6-port | Ea. | 1.0000 | \$10.60 | \$10.60 | RSMT10MCOM M, L, O&P |

862

Final Estimate

ITSD Phone/Data

27 - Communications

| Item | Description | UM | Quantity | Unit Cost | Total | Book |
|----------------------|---|------|----------|------------|------------|------------------------|
| 112 27-15-43-13-1100 | Communication outlets, excluding voice or data devices, voice or data wall plate plastic, 2 gang, 6-port | Ea. | 1.0000 | \$17.35 | \$17.35 | RSM10MCOM M, L, O&P |
| 113 27-15-43-13-1120 | Communication outlets, excluding voice or data devices, voice or data wall plate, stainless steel, 1 gang, 1-port | Ea. | 1.0000 | \$15.65 | \$15.65 | RSM10MCOM M, L, O&P |
| 114 27-15-43-13-1140 | Communication outlets, excluding voice or data devices, voice or data wall plate, stainless steel, 1 gang, 2-port | Ea. | 1.0000 | \$15.65 | \$15.65 | RSM10MCOM M, L, O&P |
| 115 27-15-43-13-1160 | Communication outlets, excluding voice or data devices, voice or data wall plate, stainless steel, 1 gang, 3-port | Ea. | 1.0000 | \$15.65 | \$15.65 | RSM10MCOM M, L, O&P |
| 116 27-15-43-13-1180 | Communication outlets, excluding voice or data devices, voice or data wall plate, stainless steel, 1 gang, 4-port | Ea. | 1.0000 | \$16.15 | \$16.15 | RSM10MCOM M, L, O&P |
| 117 27-15-43-13-1200 | Communication outlets, excluding voice or data devices, voice or data wall plate, stainless steel, 2 gang, 6-port | Ea. | 1.0000 | \$26.50 | \$26.50 | RSM10MCOM M, L, O&P |
| 118 27-21-23-10-1100 | Switching and routing equipment, network hub, dual speed, 24 ports, includes cabinet | Ea. | 1.0000 | \$4,075.00 | \$4,075.00 | RSM10MCOM M, L, O&P |
| 119 27-21-23-10-2000 | Switching and routing equipment, network switch, 10/100/1000 Mbps, 24 ports | Ea. | 1.0000 | \$4,875.00 | \$4,875.00 | RSM10MCOM M, L, O&P |
| 122 ELEC | Electricians - 2010 RSMeans Facilities Base Rate | Hour | 1.0000 | \$49.00 | \$49.00 | Trades L, B |

Printed 15 JUL 2010 12:55PM

ITSD Phone/Data - 910PWSC

PROJECT NUMBER: 910PW-SC

SIGN IN SHEET

7/14/2010

pg 1 of 2

PROJECT NUMBER: 910PW-SC

SIGN IN SHEET

7/14/2010

pg 202

ADDENDUM NUMBER 1

TO: PLANS AND SPECIFICATIONS FOR:

Telecom & Data Wiring Installation
Statewide Contract
PROJECT NO.: 910PW-SC

Bid date has not changed, bids are due 1:30 pm, July 29, 2010

Changes to Project Manual: Section 00100 - Invitation For Bid, Page 1 of 1, remove this page and add the attached Section 00100 – Invitation For Bid, Page 1 of 1.

Plan holders please note that the pre-bid time is 10:30 am, July 14, 2010 in Conference Room 850, Truman State Office Building, 301 W. High Street, Jefferson City, Missouri.

By the order of:

Cathy Brown, Dept. Director of Admin. & Planning
Division of Facilities Management
and Design & Construction
July 8, 2010

Attachment

**TELECOM & DATA WIRING & INSTALLATION
STATEWIDE CONTRACT
Project Number 910PW-01**

TABLE OF CONTENTS

| <u>Section</u> | <u>Title</u> | <u>No. Pages</u> |
|-----------------------|--|-------------------------|
| Section 00100 | Invitation to Bid | 1 |
| Section 00200 | Instructions to Bidders | 5 |
| Section 00210 | Supplemental Instructions to Bidders | 1 |
| Section 00210.1 | Past Performance Record Form | 1 |
| Section 00220 | Bidder Information | 2 |
| Section 00220.A | Unit Price Rate Sheets | 8 |
| Section 00230 | Scope of Services to be Provided | 7 |
| Section 00240 | MBE/WBE Program | 3 |
| Section 00260 | Evaluation and Selection Criteria | 2 |
| Section 00310 | Bid Form | 2 |
| Section 00635 | Affidavit of Work Authorization | 1 |
| Section 00430 | Construction Contract | 3 |
| Section 00600 | Forms | |
| Section 00610 | Performance and Payment Bond | * |
| Section 00620 | Affidavit of Compliance with Prevailing Wage Rate | * |
| Section 00630 | Affidavit for Affirmative Action | * |
| Section 00635 | Affidavit of Work Authorization | * |
| Section 00640 | Partial Receipt of Payment and Release | * |
| Section 00641 | Final Receipt of Payment and Release | * |
| Section 00700 | General Conditions | 19 |

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SECTION 00100 - INVITATION FOR BID

1.0 OWNER:

- A. The State of Missouri
Office of Administration,
Division of Facilities Management, Design and Construction
Jefferson City, Missouri

2.0 PROJECT TITLE AND NUMBER:

- A. Telecom & Data Wiring & Installation
Statewide Contract
Project No.: 910PW-SC

3.0 BIDS WILL BE RECEIVED:

- A. Time and Date: 1:30 PM, July 29, 2010.
- B. Place: Office of the Director, Division of Facilities Management, Design and Construction, Room 730, Truman State Office Building, 301 West High, PO Box 809, Jefferson City, Missouri 65102

4.0 DESCRIPTION:

- A. Scope: The contract shall be a fixed unit price, statewide contract for the performance of telephone and data equipment premise wire installation and maintenance. The work under the awarded contract could be used for various wire installation/maintenance scenarios ranging in size from small single line transfer to major installations or repairs due to employee/equipment relocation in state owned facilities and leased office space. The contract may be used for new building data wiring and installation as well as other maintenance and/or repairs to existing facilities which would result in telephone and data wire installation or maintenance.
- B. Estimated Size of Projects: Work Authorizations shall be based upon as needed if needed basis. There is no guarantee associated with this project regarding the total dollar amount or number of actual Work Authorizations that shall be issued under the established contract between the State of Missouri and the awarded Contractor.

5.0 PRE-BID MEETING:

- A. Place/Time: July 14, 2010, 1:30 PM, Conference Room 850, Truman State Office Building, 301 W. High St., Jefferson City, Missouri.

Access to State of Missouri property requires presentation of a photo ID by all persons

6.0 HOW TO GET PLANS & SPECIFICATIONS:

- A. Request: View Only Electronic bid sets or paper bid sets are available at no cost from Docucopy. Mail request to: Docucopy, 3334 Brown Station Road, Columbia, Missouri 65202. Phone 573-814-1700.

NOTE: All requesters will be allowed only one bid set. Additional bid sets or parts thereof may be obtained at the cost of printing and shipping by request to Docucopy at the address shown above.

Information for upcoming bids is available on the Division's web site --<http://www.oa.mo.gov/fmdc/dc/list.htm>
Plans, specifications and bidders lists are available on-line for bidders reference.

7.0 POINT OF CONTACT:

- A. ITS, Telecommunications Manager: Nancy Bochat, phone 573/751-5067, fax 573/526-3299
- B. FMDC, Contract Specialist: Susan DeVore phone, phone 753/526-3421, fax 573/751-7277

8.0 GENERAL INFORMATION:

- A. The State reserves the right to reject any and all bids and to waive all informalities in bids. No bid may be withdrawn for a period of 20 working days subsequent to the specified bid opening time. The contractor shall pay not less than the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed, as determined by the Missouri Department of Labor and Industrial Relations and as set out in the plans and specifications for each job order.

Bid results are available after 3:00 PM the day of the bid opening by calling: 573-751-5868

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SECTION 00200 – INSTRUCTIONS TO BIDDERS

1.0 - SPECIAL NOTICE TO BIDDERS

- A. These specifications have bound hereto a complete set of bidding forms. They are for the bidders convenience only and are not to be detached from the specifications or filled out and executed. One set of unbound bid forms will be furnished to each bidder and may be executed and submitted in a sealed envelope provided by the Division of Facilities Management, Design and Construction.
- B. Access to State of Missouri property requires presentation of a photo ID by all persons

2.0 - BID DOCUMENTS

- A. The number of sets obtainable by any one (1) party may be limited in accordance with available supply.
- B. For the convenience of contractors, sub-contractors and suppliers, copies of construction documents are on file at the office of the Director, Division of Facilities Management, Design and Construction and on the Division's web site <http://www.oa.mo.gov/fmdc/dc/list.htm>.

3.0 - BIDDERS' OBLIGATIONS

- A. Under no circumstances will contractors give their plans and specifications to another contractor. Any bid received from a contractor whose name does not appear on the list of plan holders will be subject to rejection.
- B. Excessive Unemployment:
The Contractor is responsible for determining if this contract will be awarded during a period of excessive unemployment as defined in RSMo 290.560. This determination can be made by accessing the webpage www.dolir.missouri.gov/ls for the Department of Labor and Industrial Relations, Division of Labor Standards, Prevailing Wage Section or by calling 573-751-3403.

If the contract is to be awarded during a period of excessive unemployment as defined in RSMo 290.560, the Contractor will use only Missouri labor or labor from non-restrictive states in the conduct of the work under this contract. The determination of a workers home state is based on permanent address. Failure to use Missouri labor or labor from non-restrictive states during the conduct of the work hereunder will expose the Contractor to penalties assessed by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards. Non-restrictive states are: Arkansas, Colorado, Georgia, Hawaii, Indiana, Kansas, Kentucky, Louisiana, Nebraska, New Hampshire, Maryland, Michigan, Minnesota, New Mexico, New Jersey, New York, North Carolina, Ohio, Oregon, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia and Wisconsin.

4.0 - INTERPRETATIONS

- A. No bidder shall be entitled to rely on oral interpretations as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than five (5) working days before opening of bids. Every interpretation made to a bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.

5.0 - BIDS AND BIDDING PROCEDURE

- A. Bidders shall submit all submission forms and accompanying documents in the provided bid envelope by the stated time or their bid will be rejected for being non-responsive. See the Invitation for Bid for when bid forms are to be submitted.

The following lists bid forms and documents which are due by the date and time listed in Section 00100, Invitation for Bid:

Due before stated date and time of bid opening (see IFB):

Bid Form Volume Original Only which shall include but is not limited to:

00310 Bid Form

00635 Affidavit of Work Authorization

Past Performance Volume Original and five (5) copies

Technical Volume Original and five (5) copies

- B All bids shall be submitted without modification or reservation on the bid forms with each space properly filled. Bids not on these forms will be rejected.
- C All bids shall be accompanied by a bid bond executed by the bidder and a duly authorized surety company, certified check, cashier's check or bank draft made payable to the Division of Facilities Management, Design and Construction, State of Missouri, in the amount indicated on the bid form, Section 00310. Failure of the contractor to submit the full amount required shall be sufficient cause to reject his/her bid. The bidder agrees that the proceeds of the check, draft or bond shall become the property of the State of Missouri, if for any reason the bidder withdraws his/her bid after closing, or if on notification of award refuses or is unable to execute tendered contract, provide an acceptable performance and payment bond, provide evidence of required insurance coverage and/or provide required copies of affirmative action plans within twelve (12) working days after such tender.
- D The check or draft submitted by the successful bidder will be returned after the receipt of an acceptable performance and payment bond and execution of the formal contract. Checks or drafts of all other bidders will be returned within a reasonable time after it is determined that the bid represented by same will receive no further consideration by the State of Missouri. Bid bonds will only be returned upon request.

6.0 - SIGNING OF BIDS

- A. Bids from an individual shall be signed as noted on the Bid Form.
- B. Bids from a partnership or joint venture shall require only one signature of a partner, an officer of the joint venture authorized to bind the venture or an attorney-in-fact. If the bid is signed by an officer of a joint venture or an attorney-in-fact, a document evidencing the individual's authority to execute contracts should be included with the bid form.
- C. Bids from a corporation shall have the correct corporate name thereon and the signature of an authorized officer of the corporation manually written. Title of office held by the person signing for the corporation shall appear, along with typed name of said individual. Corporate license number shall be provided and, if a corporation organized in a state other than Missouri, a Certificate of Authority to do business in the State of Missouri shall be attached. In addition, for Corporate proposals, the President or Vice-President should sign as the bidder. If the signator is other than the corporate president or vice president, the bidder must provide satisfactory evidence that the signator has the legal authority to bind the corporation.

7.0 - RECEIVING BID SUBMITTALS

- A. Bid Form Volume submittal shall be presented in sealed envelopes (provided by Owner) which shall be plainly marked with project title, bid date and bid time and delivered to the place specified in the Invitation for Bids. The Past Performance Volume and Technical Volume submittals shall be presented in accordance with Section 00210, Supplemental Instructions to Bidders and shall be plainly marked with project title, bid date and bid time and delivered to the place specified in the Invitation for Bids. Bidders shall be responsible for actual delivery of all bid submittals during business hours, and it shall not be sufficient to show that a submittal was dispatched in time to be received before scheduled closing time for receipt.
- B. Bidders are cautioned to allow ample time for transmittal of submittals by mail or otherwise. If a submittal is mailed, bidder should secure correct information relative to the probable time of arrival and distribution of mail at the place where it is to be received, and make due allowance for possible delays.
- C. Bidder's attention is directed to the fact that no submittal will be accepted or considered if delivered after the specified time for receipt.
- D. No telephonic, telegraphic, electronic mail, facsimile (FAX), or similar transmissions will be accepted or allowed.
- E. Submittals received prior to the time of opening will be securely kept, unopened. The division representative whose duty is to receive submittals will decide when the specified time for opening has arrived, and no submittal received thereafter will be considered. No responsibility will attach to any division representative for the early opening of a submittal not properly submitted.
- F. Submittals will be received separately or in combination as shown in and required by the Bid Form and as required in Section 00210, Supplemental Instructions to Bidders. Submittals will be completed so as to include insertion of all amounts for alternate bids, unit prices and cost accounting data, etc. Failure to complete all required information may be cause for rejection of bid.
- G. No Contractor shall stipulate in his/her bid any conditions not contained in the specifications or standard bid form contained in the contract documents. To do so may subject the Contractor's bid to rejection.
- H. Bidders prices shall include all city, state and federal sales, excise and similar taxes which may be lawfully assessed in connection with his/her performance of work and purchase of materials to be incorporated in the work.
- I. The completed forms shall be without interlineations, alterations or erasures. If contractor desires, he/she may request additional copies of forms.
- J. The Owner reserves the right to waive informalities in bid submittals and to reject any or all bids.

8.0 - MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bidder may withdraw his/her bid at any time prior to scheduled closing time for receipt of bids, but no bidder may withdraw his/her bid for a period of twenty (20) working days after the scheduled closing time for receipt of bids.
- B. Modifications or corrections of any bid information previously submitted may only be made by letter delivered in a sealed envelope with proper Bidder and Project identification. Modifications or corrections must be clearly marked with bid date, project name and number and received by the Owner prior to the scheduled closing time for receipt of bids in accordance with the following provisions:

1. To maintain bid confidentiality and insure assignment to the proper bid, any such written request must be contained in a sealed envelope which is plainly marked "Modification of bid on (project title, project number and bid date)."
2. No requests for modifications or correction of previously submitted bids will be accepted by telephone, facsimile (FAX) transmission or electronic mail.

9.0 - STATEMENT OF DISABLED VETERAN ELIGIBILITY

- A. Any bidder eligible to receive the Missouri service-disabled veteran business preference pursuant to 34.074 RSMo must complete and submit with the bid the MISSOURI SERVICE DISABLED VETERAN BUSINESS PREFERENCE form and provide the specified documentation in accordance with the instructions provided therein. This form can be obtained at <http://oa.mo.gov/fmndc/dc/contractorforms.htm>

10.0 - AWARD OF CONTRACT

- A. The Owner reserves the right to reject any and/or all bids and further to waive all informalities in bidding when deemed in the best interest of the State of Missouri.
- B. The Owner reserves the right to let other contracts in connection with the work, including but not by way of limitation, contracts for the furnishing and installation of furniture, equipment, machines, appliances and other apparatus.
- C. In awarding the contract the Owner may take into consideration the bidder's skill, facilities, capacity, experience, responsibility, previous work record, financial standing and the necessity of prompt and efficient completion of work herein described. Inability of any bidder to meet the requirements mentioned above may be cause for rejection of his/her bid. However, no contract will be awarded to any individual, partnership or corporation, who has had a contract with the State of Missouri declared in default within the preceding twelve months.
- D. Not Used.
- E. No bid shall be considered binding upon the Owner until the written contract has been properly executed, a satisfactory bond has been furnished, evidence of required insurance coverage has been received and an affirmative action plan submitted. Failure to execute and return the contract and associated documents within the prescribed period of time shall be treated, at the option of the Owner, as a breach of bidder's obligation and the Owner shall be under no further obligation to bidder.
- F. If the successful bidder is doing business in the State of Missouri under a fictitious name, he/she shall furnish to Owner, attached to the Bid Form, a properly certified copy of the certificate of Registration of Fictitious Name from the State of Missouri, and such certificate shall remain on file with the Owner.
- G. Any successful bidder which is a corporation organized in a state other than Missouri shall furnish to the Owner, attached to the Bid Form, a properly certified copy of its current Certificate of Authority to do business in the State of Missouri, such certificate to remain on file with the Owner. No contract will be awarded by the Owner unless such certificate is furnished by the bidder.

- H. Any successful bidder which is a corporation organized in the State of Missouri shall furnish at its own cost to the Owner, if requested, a Certificate of Good Standing issued by the Secretary of State, such certificate to remain on file with the Owner.
- I. Section 285-230-234 RSMO 1994, transient employers (out-of-state employers who temporarily transact any business in the State of Missouri) may be required to file a bond with the Missouri Department of Revenue. No contract will be awarded by the Owner unless the successful bidder certifies that he/she has complied with all applicable provisions of Section 285.230-234.
- J. RSMo 285.525 and 285.530 require business entities to enroll and participate in a federal work authorization program in order to be eligible to receive award of any state contract in excess of \$5,000. Bidders should submit with their bid an Affidavit of Work Authorization (Section 00635) along with appropriate documentation evidencing such enrollment and participation. Section-00635, Affidavit of Work Authorization is located at <http://oa.mo.gov/fmdc/dc/contractorforms.htm> , Information regarding a Memorandum of Understanding which is one form of appropriate documentation is located at <https://www.vis-dhs.com/EmployerRegistration/StartPage.aspx>. Submittal of this form and appropriate documentation is required before the award of any contract. In addition the contractor shall be responsible for compliance of these requirements by all subcontractors and suppliers, at any tier associated with this contract.

11.0 - WORKING DAYS

- A. Contract duration time is stated in working days and will use the following definition in determining the actual calendar date for contract completion: Working days are defined as all calendar days except Saturdays, Sundays and the following State of Missouri observed holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday, Truman Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

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SECTION 00210

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1. Bids will consist of a Past Performance Volume (original and five copies), a Technical Volume (original and five copies) and a Bid Form Volume (original only). The Past Performance Volume will provide information on the contractor's past performance, qualifications and relevant experience. The Technical Volume will provide information on the bidder's plan to manage the Statewide Contract. The Bid Form Volume will include the bid security and completed bid form and associated documents.
2. The past performance and technical volumes shall be placed in individual loose-leaf binders and marked State of Missouri project number 910PW-SC, Statewide Contract, Telecom & Data Wiring & Installation, Past Performance Volume or Technical Volume as appropriate. The bid form volume shall be placed in a sealed envelope clearly marked State of Missouri project number 910PW-SC, Statewide Contract, Telecom & Data Wiring & Installation, and Bid Form Volume.
3. The Past Performance Volume should contain a list of Telecom & Data Wiring Installation Services, or similar contracts completed by the bidder in the last five years, or currently in progress, involving the use of multiple subcontractors on multiple projects. Please complete form 00210.1, Past Performance Record, for each such contract. Owner reserves the right to contact these customers and/or subcontractors for additional information.
 - Customer name and location of contract
 - Type of project and total value of work done
 - Start date and completion date
 - Names and phone numbers of major subcontractors
 - Name, phone number, address, fax number, email address and position of primary point of owner contact
 - Written documentation supporting the past performance criteria in the Evaluation and Selection Criteria section 00260.
4. The Technical Volume should explain how the contractor plans to staff and operate the Statewide Contract. Structure the Technical Volume in the form and order of the applicable evaluation criteria listed in the Evaluation and Selection Criteria section 00260, and include all relevant information as indicated.

The Owner reserves the right to request written clarifications and/or oral presentations. If used, instructions will be provided to those selected for further considerations.

5. The Bid Form Volume shall consist of the following:
 - a. Completed bid form
 - b. Section 00635 – Affidavit of Work Authorization
 - c. Bid security in the amount stated in Section 00310, Bid Form, paragraph 3.0, A., Bid Bond, made payable to the State of Missouri, Division of Facilities Management, Design and Construction.
 - d. The bidder's bonding rate(s) that will be utilized on this contract and bonding capacity for this contract. The bonding rate(s) and bonding capacity statement shall be submitted on the letterhead of the bidder's surety with original signature of a duly authorized officer of the surety company.

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PAST PERFORMANCE RECORD

| CUSTOMER INFORMATION | | |
|--|---------------------------|--------------------|
| Customer Name: | | Customer Location: |
| PRIMARY OWNER CONTACT: | | |
| Name: | | |
| Title: | | |
| Address: | | |
| Phone: | | |
| Fax: | | |
| Email: | | |
| CONTRACT INFORMATION | | |
| Contract Name: | Contract Number: | Type of Contract: |
| Contract Start Date: | Contract Completion Date: | |
| Total Value of Work Performed: \$ _____ | | |
| MAJOR SUB-CONTRACTORS | | |
| Name: _____ | Name: _____ | |
| Contact: _____ | Contact: _____ | |
| Phone: _____ | Phone: _____ | |
| Email: _____ | Email: _____ | |
| Name: _____ | Name: _____ | |
| Contact: _____ | Contact: _____ | |
| Phone: _____ | Phone: _____ | |
| Email: _____ | Email: _____ | |

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SECTION 00220

BIDDER INFORMATION

1. The State of Missouri is seeking competitive bids for a Statewide Telecom & Data Wiring & Installation to provide fixed unit price, indefinite quantity type services for telephone and data equipment premise wire installation and maintenance for various agencies throughout the State. These services will be priced based on a multiplier (e.g. 1.10 or 0.95 etc.) applied to pre-described and pre-priced tasks contained in R.S. Means JOC Works Pro, latest edition. Quarterly City Cost index updates will be added to the Unit Price Book (UPB) as they are issued by R.S. Means.
2. The Contractor's multipliers apply for normal working hours (M-F, 7AM-5PM) and "other hours" (any times other than normal hours when the State of Missouri directs the Contractor to work). Included in the "other hours" category are all State holidays listed in Article 11.0 of the Instructions to Bidders.

Multipliers must include all costs other than those contained in the pre-priced unit prices, including but not limited to, direct cost of performing the work, labor burden, overhead, profit, project office expenses, shop drawings and material and equipment submittals, mobilization and close-out costs, insurance, compliance with environmental laws, protective clothing and equipment, computer equipment and software, vehicles, maintenance, fuel and all contingencies or other costs incidental to performing the work.

NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR ANY OF THESE ITEMS. The Contractor may add no more than 10% overhead and profit markup on non pre-priced work items to be performed by subcontractors or 15% overhead and profit markup for non pre-priced work items to be performed by contractor employees.

3. The Unit Price Book (UPB) for this contract is R.S. Means JOC Works Pro, latest edition. The Missouri Weighted Average City Cost Index for the city geographically closest to the project location and the prices in the "Total, incl. O&P" column will be used. The total value of the applicable line items and their quantities will be multiplied by the appropriate City Cost Index and the designated multiplier to determine the lump sum cost of job orders. The then current version of R.S. Means JOC Works Pro Cost Data will apply upon execution of any job orders. By contract change, the Owner will adopt and incorporate quarterly updates to the UPB upon their release.

Items that cannot be found in the UPB are considered "non pre-priced". If an item basically the same in "form, fit, and function" can be found in the price book, it can be used to price the line item, if acceptable rationale and documentation is provided by the contractor in the final line item proposal. If a like item cannot be found, the contractor will obtain three quotes; provide them to the Owner's Representative who will negotiate an equitable price with the contractor. This price can be added to the UPB and will no longer be considered non-pre-priced if so determined by the Owner.

4. The contractor shall comply with the prevailing wage order for the county in which the work is to be performed. The wage order in effect as of the beginning date of any job order to this contract shall apply to all work performed under such job order.

5. The base term of the contract shall be one year for one year with four (4) one year renewals solely at the Owner's discretion, from the date of the intent to award notification.
6. The maximum annual volume of each year of the contract will not exceed \$5,000,000.00. The Owner reserves the right to use other methods as desired and necessary to accomplish similar work. **NO MINIMUM VALUE IS GUARANTEED.** The contractor will not be allowed to refuse any job orders.
7. Contractor will be required to provide a payment/performance bond in an amount equal to 100% of the value of each job order in accordance with the provisions of Article 6 of the General Conditions to the contract for any project exceeding \$25,000.00 to guarantee faithful performance of the contract and to guarantee the payment of all persons performing labor on such projects hereunder and furnishing material in connection with such projects hereunder as set forth in the standard form of performance and payment bond included in the contract documents. The payment/performance bond shall be issued by a surety company authorized to do business in the State of Missouri by the Missouri Department of Insurance with an AM Best Rating of B+ or greater.
8. For job orders less than 45 days in duration, a single payment will be made to the contractor following final acceptance of the work by the owner. For job orders greater than 45 days in duration, the contractor may bill the owner on a monthly basis as provided in the General Conditions. Contractor shall make all pay requests for all job orders on forms prescribed by Owner.
9. The contractor shall not be required to provide professional design services. Design documents that may be required in the execution of job orders will be provided by the owner. Shop drawings from the contractor may be required.

SECTION 00220.A

CITY INDEX

PROJECT NO. 910PWSC

| City | INDEX |
|----------------|---------|
| | Total |
| BOWLING GREEN | 92.40% |
| CAPE GIRARDEAU | 92.00% |
| CHILLICOTHE | 82.10% |
| COLUMBIA | 93.00% |
| FLAT RIVER | 93.30% |
| HANNIBAL | 87.40% |
| HARRISONVILLE | 94.50% |
| JEFFERSON CITY | 90.90% |
| JOPLIN | 82.90% |
| KANSAS CITY | 102.90% |
| KIRKSVILLE | 86.50% |
| POPLAR BLUFF | 86.30% |
| ROLLA | 86.00% |
| SEDALIA | 88.20% |
| SIKESTON | 86.40% |
| SPRINGFIELD | 88.90% |
| ST. JOSEPH | 93.30% |
| ST. LOUIS | 102.40% |

Final Estimate

| Item | Description | UM | Quantity | Unit Cost | Total | Book |
|----------------------------|--|------|----------|-----------|----------|--------------------|
| 27 - Communications | | | | | | |
| 1 | 27-01-30-51-3400 Operation and maintenance of voice equipment, including remove, store and reinstall, remove and replace, speaker | Ea. | 1.0000 | \$97.00 | \$97.00 | RSM10MCOM L O&P |
| 2 | 27-05-05-20-0120 Electrical demolition, communications, fiber optics, cable | L.F. | 1.0000 | \$0.24 | \$0.24 | RSM10MCOM L O&P |
| 3 | 27-05-05-20-0160 Electrical demolition, communications, fiber optics, multi-channel rack enclosure | Ea. | 1.0000 | \$97.00 | \$97.00 | RSM10MCOM L O&P |
| 4 | 27-05-05-20-0180 Electrical demolition, communications, fiber optics, patch panel | Ea. | 1.0000 | \$32.50 | \$32.50 | RSM10MCOM L O&P |
| 5 | 27-05-05-20-0220 Electrical demolition, communications, communication cables and fittings, voice or data outlet | Ea. | 1.0000 | \$4.16 | \$4.16 | RSM10MCOM L O&P |
| 6 | 27-05-05-20-0240 Electrical demolition, communications, communication cables and fittings, telephone cable | L.F. | 1.0000 | \$0.21 | \$0.21 | RSM10MCOM L O&P |
| 7 | 27-05-05-20-0260 Electrical demolition, communications, communication cables and fittings, phone jack | Ea. | 1.0000 | \$4.32 | \$4.32 | RSM10MCOM L O&P |
| 8 | 27-05-05-20-0300 Electrical demolition, communications, communication cables and fittings, high performance cable, 2 pair | L.F. | 1.0000 | \$0.19 | \$0.19 | RSM10MCOM L O&P |
| 9 | 27-05-05-20-0320 Electrical demolition, communications, communication cables and fittings, high performance cable, 4 pair | L.F. | 1.0000 | \$0.28 | \$0.28 | RSM10MCOM L O&P |
| 10 | 27-05-05-20-0340 Electrical demolition, communications, communication cables and fittings, high performance cable, 25 pair | L.F. | 1.0000 | \$0.65 | \$0.65 | RSM10MCOM L O&P |
| 11 | 27-05-05-20-0400 Electrical demolition, communications, terminal cabinet | Ea. | 1.0000 | \$117.00 | \$117.00 | RSM10MCOM L O&P |
| 12 | 27-05-05-20-1020 Electrical demolition, communications, nurse call system, station | Ea. | 1.0000 | \$24.50 | \$24.50 | RSM10MCOM L O&P |
| 13 | 27-05-05-20-1040 Electrical demolition, communications, nurse call system, standard call button | Ea. | 1.0000 | \$24.50 | \$24.50 | RSM10MCOM L O&P |
| 14 | 27-05-05-20-1060 Electrical demolition, communications, nurse call system, corridor, dome light or zone indicator | Ea. | 1.0000 | \$24.50 | \$24.50 | RSM10MCOM L O&P |
| 15 | 27-05-05-20-1080 Electrical demolition, communications, nurse call system, master control station | Ea. | 1.0000 | \$585.00 | \$585.00 | RSM10MCOM L O&P |
| 16 | 27-05-05-30-0120 Electrical demolition, sound and video, cables, TV antenna lead in cable | L.F. | 1.0000 | \$0.28 | \$0.28 | RSM10MCOM L O&P |
| 17 | 27-05-05-30-0140 Electrical demolition, sound and video, cables, sound cable | L.F. | 1.0000 | \$0.24 | \$0.24 | RSM10MCOM L O&P |
| 18 | 27-05-05-30-0160 Electrical demolition, sound and video, cables, microphone cable | L.F. | 1.0000 | \$0.24 | \$0.24 | RSM10MCOM L O&P |
| 19 | 27-05-05-30-0180 Electrical demolition, sound and video, cables, coaxial cable | L.F. | 1.0000 | \$0.24 | \$0.24 | RSM10MCOM L O&P |

Final Estimate

| 27 - Communications | | | | | | |
|---------------------|--|--------|----------|------------|------------|---------------------------|
| Item | Description | UM | Quantity | Unit Cost | Total | Book |
| 20 | 27-05-05-30-0200 Electrical demolition, sound and video, doorbell system, excluding wires, cables, and conduit. | Ea. | 1.0000 | \$36.50 | \$36.50 | RSM10MCOM L O&P |
| 21 | 27-11-19-10-2960 Termination blocks and patch panels, patch panel, RJ-45/110 type, 24 ports | Ea. | 1.0000 | \$400.00 | \$400.00 | RSM10MCOM M, L O&P |
| 22 | 27-11-19-10-3000 Termination blocks and patch panels, patch panel, RJ-45/110 type, 48 ports | Ea. | 1.0000 | \$705.00 | \$705.00 | RSM10MCOM M, L O&P |
| 23 | 27-11-19-10-3040 Termination blocks and patch panels, patch panel, RJ-45/110 type, 96 ports | Ea. | 1.0000 | \$1,050.00 | \$1,050.00 | RSM10MCOM M, L O&P |
| 24 | 27-11-19-10-3100 Termination blocks and patch panels, patch panel, RJ-45/110 type, punch down termination per port | Ea. | 1.0000 | \$5.45 | \$5.45 | RSM10MCOM L O&P |
| 25 | 27-13-23-13-0070 Communications optical fiber, specialized tools and techniques cause installation C.L.F. costs to vary, fiber optic, cable, bulk simplex, minimum | 1.0000 | | \$98.50 | \$98.50 | RSM10MCOM M, L O&P |
| 26 | 27-13-23-13-0080 Communications optical fiber, specialized tools and techniques cause installation C.L.F. costs to vary, fiber optic, cable, bulk plenum quad, maximum | 1.0000 | | \$330.00 | \$330.00 | RSM10MCOM M, L O&P |
| 27 | 27-13-23-13-0150 Communications optical fiber, fiber optic, jumper | Ea. | 1.0000 | \$61.00 | \$61.00 | RSM10MCOM M O&P |
| 28 | 27-13-23-13-0200 Communications optical fiber, fiber optic, pigtail | Ea. | 1.0000 | \$33.00 | \$33.00 | RSM10MCOM M O&P |
| 29 | 27-13-23-13-0300 Communications optical fiber, fiber optic, connector | Ea. | 1.0000 | \$45.00 | \$45.00 | RSM10MCOM M, L O&P |
| 30 | 27-13-23-13-0350 Communications optical fiber, fiber optic, finger splice | Ea. | 1.0000 | \$53.00 | \$53.00 | RSM10MCOM M, L O&P |
| 31 | 27-13-23-13-0400 Communications optical fiber, fiber optic, transceiver, low cost, bi-directional | Ea. | 1.0000 | \$405.00 | \$405.00 | RSM10MCOM M, L O&P |
| 32 | 27-13-23-13-0450 Communications optical fiber, fiber optic, rack housing, 4 rack spaces, 12 panels, 144 fibers | Ea. | 1.0000 | \$705.00 | \$705.00 | RSM10MCOM M, L O&P |
| 33 | 27-13-23-13-0500 Communications optical fiber, fiber optic, patch panel, 12 ports | Ea. | 1.0000 | \$365.00 | \$365.00 | RSM10MCOM M, L O&P |
| 34 | 27-13-23-13-1000 Communications optical fiber, fiber optic, cable, 62.5 microns, direct burial, 4 fiber | L.F. | 1.0000 | \$3.95 | \$3.95 | RSM10MCOM M, L, E, O&P |
| 35 | 27-13-23-13-1020 Communications optical fiber, fiber optic, cable, 62.5 microns, indoor, 2 fiber | L.F. | 1.0000 | \$1.87 | \$1.87 | RSM10MCOM M, L O&P |
| 36 | 27-13-23-13-1040 Communications optical fiber, fiber optic, cable, 62.5 microns, outdoor, aerial or duct | L.F. | 1.0000 | \$1.65 | \$1.65 | RSM10MCOM M, L O&P |
| 37 | 27-13-23-13-1060 Communications optical fiber, fiber optic, cable, 50 microns, direct burial, 8 fiber | L.F. | 1.0000 | \$2.07 | \$2.07 | RSM10MCOM M, L O&P |
| 38 | 27-13-23-13-1080 Communications optical fiber, fiber optic, cable, 50 microns, direct burial, 12 fiber | L.F. | 1.0000 | \$2.23 | \$2.23 | RSM10MCOM M, L O&P |
| 39 | 27-13-23-13-1100 Communications optical fiber, fiber optic, cable, 50 microns, indoor, 12 fiber | L.F. | 1.0000 | \$4.67 | \$4.67 | RSM10MCOM M, L O&P |

Final Estimate

27 - Communications

| Item | Description | UM | Quantity | Unit Cost | Total | Book |
|------|--|--------|----------|-----------|----------|-------------------------|
| 40 | 27-13-23-13-1120 Communications optical fiber, fiber optic, connectors, 62.5 micron cable, transmission | Ea. | 1.0000 | \$47.50 | \$47.50 | RSMT10MCOM M. L. O&P |
| 41 | 27-13-23-13-1120 Communications optical fiber, fiber optic, connectors, 62.5 micron cable, transmission | Ea. | 1.0000 | \$47.50 | \$47.50 | RSMT10MCOM M. L. O&P |
| 42 | 27-13-23-13-1140 Communications optical fiber, fiber optic, connectors, 62.5 micron cable, cable splice | Ea. | 1.0000 | \$53.50 | \$53.50 | RSMT10MCOM M. L. O&P |
| 43 | 27-13-23-13-1160 Communications optical fiber, fiber optic, connectors, 125 micron cable, transmission | Ea. | 1.0000 | \$103.00 | \$103.00 | RSMT10MCOM M. L. O&P |
| 44 | 27-13-23-13-1480 Communications optical fiber, fiber optic, cable enclosure, interior NEMA 13 | Ea. | 1.0000 | \$365.00 | \$365.00 | RSMT10MCOM M. L. O&P |
| 45 | 27-13-23-13-1500 Communications optical fiber, fiber optic, cable enclosure, splice with enclosure encapsulant | Ea. | 1.0000 | \$335.00 | \$335.00 | RSMT10MCOM M. L. O&P |
| 46 | 27-15-13-13-2200 Communication cables, telephone twisted, PVC insulation, #22-2 conductor | C.L.F. | 1.0000 | \$68.50 | \$68.50 | RSMT10MCOM M. L. O&P |
| 47 | 27-15-13-13-2250 Communication cables, telephone twisted, PVC insulation, #22-3 conductor | C.L.F. | 1.0000 | \$78.00 | \$78.00 | RSMT10MCOM M. L. O&P |
| 48 | 27-15-13-13-2300 Communication cables, telephone twisted, PVC insulation, #22-4 conductor | C.L.F. | 1.0000 | \$88.00 | \$88.00 | RSMT10MCOM M. L. O&P |
| 49 | 27-15-13-13-2350 Communication cables, telephone twisted, PVC insulation, #18-2 conductor | C.L.F. | 1.0000 | \$78.50 | \$78.50 | RSMT10MCOM M. L. O&P |
| 50 | 27-15-13-13-2370 Communication cables, telephone jack, eight pins | Ea. | 1.0000 | \$25.50 | \$25.50 | RSMT10MCOM M. L. O&P |
| 51 | 27-15-13-13-5100 Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 2 pair solid, PVC jacket | C.L.F. | 1.0000 | \$67.50 | \$67.50 | RSMT10MCOM M. L. O&P |
| 52 | 27-15-13-13-5200 Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 4 pair solid, PVC jacket | C.L.F. | 1.0000 | \$98.00 | \$98.00 | RSMT10MCOM M. L. O&P |
| 53 | 27-15-13-13-5300 Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 25 pair solid, PVC jacket | C.L.F. | 1.0000 | \$246.00 | \$246.00 | RSMT10MCOM M. L. O&P |
| 54 | 27-15-13-13-5400 Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 2 pair solid, plenum | C.L.F. | 1.0000 | \$69.50 | \$69.50 | RSMT10MCOM M. L. O&P |
| 55 | 27-15-13-13-5500 Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 4 pair solid, plenum | C.L.F. | 1.0000 | \$100.00 | \$100.00 | RSMT10MCOM M. L. O&P |
| 56 | 27-15-13-13-5600 Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 25 pair solid, plenum | C.L.F. | 1.0000 | \$290.00 | \$290.00 | RSMT10MCOM M. L. O&P |
| 57 | 27-15-13-13-5700 Communication cables, high performance unshielded twisted pair (UTP), cable, category 3, #24, 4 pair stranded, PVC jacket | C.L.F. | 1.0000 | \$109.00 | \$109.00 | RSMT10MCOM M. L. O&P |
| 58 | 27-15-13-13-7000 Communication cables, high performance unshielded twisted pair (UTP), cable, category 5, #24, 4 pair solid, PVC jacket | C.L.F. | 1.0000 | \$99.50 | \$99.50 | RSMT10MCOM M. L. O&P |

Final Estimate

27 - Communications

| Item | Description | UM | Quantity | Unit Cost | Total | Book |
|------|--|--------|----------|-----------|----------|-----------------------|
| 59 | 27-15-13-13-7100 Communication cables, high performance unshielded twisted pair (UTP), cable, category 5, #24, 4 pair solid, plenum | C.L.F. | 1.0000 | \$133.00 | \$133.00 | RSMTOMCOM M.L. O&P |
| 60 | 27-15-13-13-7200 Communication cables, high performance unshielded twisted pair (UTP), cable, category 5, #24, 4 pair stranded, PVC jacket | C.L.F. | 1.0000 | \$108.00 | \$108.00 | RSMTOMCOM M.L. O&P |
| 61 | 27-15-13-13-7200 Communication cables, high performance unshielded twisted pair (UTP), cable, category 5, #24, 4 pair stranded, PVC jacket | C.L.F. | 1.0000 | \$108.00 | \$108.00 | RSMTOMCOM M.L. O&P |
| 62 | 27-15-13-13-7210 Communication cables, high performance unshielded twisted pair (UTP), cable, category 5e, #24, 4 pair solid, PVC jacket | C.L.F. | 1.0000 | \$99.00 | \$99.00 | RSMTOMCOM M.L. O&P |
| 63 | 27-15-13-13-7210 Communication cables, high performance unshielded twisted pair (UTP), cable, category 5e, #24, 4 pair solid, PVC jacket | C.L.F. | 0.0100 | \$99.00 | \$0.99 | RSMTOMCOM M.L. O&P |
| 64 | 27-15-13-13-7212 Communication cables, high performance unshielded twisted pair (UTP), cable, category 5e, #24, 4 pair solid, plenum | C.L.F. | 1.0000 | \$129.00 | \$129.00 | RSMTOMCOM M.L. O&P |
| 65 | 27-15-13-13-7214 Communication cables, high performance unshielded twisted pair (UTP), cable, category 5e, #24, 4 pair stranded, PVC jacket | C.L.F. | 1.0000 | \$109.00 | \$109.00 | RSMTOMCOM M.L. O&P |
| 66 | 27-15-13-13-7240 Communication cables, high performance unshielded twisted pair (UTP), cable, category 6, #24, 4 pair solid, PVC jacket | C.L.F. | 1.0000 | \$110.00 | \$110.00 | RSMTOMCOM M.L. O&P |
| 67 | 27-15-13-13-7242 Communication cables, high performance unshielded twisted pair (UTP), cable, category 6, #24, 4 pair solid, plenum | C.L.F. | 1.0000 | \$159.00 | \$159.00 | RSMTOMCOM M.L. O&P |
| 68 | 27-15-13-13-7244 Communication cables, high performance unshielded twisted pair (UTP), cable, category 6, #24, 4 pair stranded, PVC jacket | C.L.F. | 1.0000 | \$117.00 | \$117.00 | RSMTOMCOM M.L. O&P |
| 69 | 27-15-13-13-7300 Communication cables, high performance unshielded twisted pair (UTP), connector, RJ-45, category 5 | Ea. | 1.0000 | \$8.70 | \$8.70 | RSMTOMCOM M.L. O&P |
| 70 | 27-15-13-13-7302 Communication cables, high performance unshielded twisted pair (UTP), connector, shielded RJ-45, category 5 | Ea. | 1.0000 | \$12.05 | \$12.05 | RSMTOMCOM M.L. O&P |
| 71 | 27-15-13-13-7310 Communication cables, high performance unshielded twisted pair (UTP), jack, UTP RJ-45, category 3 | Ea. | 1.0000 | \$12.15 | \$12.15 | RSMTOMCOM M.L. O&P |
| 72 | 27-15-13-13-7312 Communication cables, high performance unshielded twisted pair (UTP), jack, UTP RJ-45, category 5 | Ea. | 1.0000 | \$14.15 | \$14.15 | RSMTOMCOM M.L. O&P |
| 73 | 27-15-13-13-7314 Communication cables, high performance unshielded twisted pair (UTP), jack, UTP RJ-45, category 5e | Ea. | 1.0000 | \$14.15 | \$14.15 | RSMTOMCOM M.L. O&P |
| 74 | 27-15-13-13-7316 Communication cables, high performance unshielded twisted pair (UTP), jack, UTP RJ-45, category 6 | Ea. | 1.0000 | \$14.15 | \$14.15 | RSMTOMCOM M.L. O&P |
| 75 | 27-15-13-13-7322 Communication cables, high performance unshielded twisted pair (UTP), jack, shielded RJ-45, category 5 | Ea. | 1.0000 | \$16.25 | \$16.25 | RSMTOMCOM M.L. O&P |

Final Estimate

27 - Communications

| Item | Description | UM | Quantity | Unit Cost | Total | Book |
|------|--|--------|----------|-----------|----------|------------------------|
| 76 | 27-15-13-13-7324 Communication cables, high performance unshielded twisted pair (UTP), jack, shielded RJ-45, category 5e | Ea. | 1.0000 | \$16.25 | \$16.25 | RSM10MCOM M. L. O&P |
| 77 | 27-15-13-13-7326 Communication cables, high performance unshielded twisted pair (UTP), jack, shielded RJ-45, category 6 | Ea. | 1.0000 | \$16.25 | \$16.25 | RSM10MCOM M. L. O&P |
| 78 | 27-15-13-13-7400 Communication cables, high performance unshielded twisted pair (UTP), voice and data expansion module, category 5e | Ea. | 1.0000 | \$122.00 | \$122.00 | RSM10MCOM M. L. O&P |
| 79 | 27-15-33-10-3540 Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC plug, for RG A/U #58 cable | Ea. | 1.0000 | \$18.85 | \$18.85 | RSM10MCOM M. L. O&P |
| 80 | 27-15-33-10-3550 Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC plug, for RG A/U #59 cable | Ea. | 1.0000 | \$18.85 | \$18.85 | RSM10MCOM M. L. O&P |
| 81 | 27-15-33-10-3560 Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC plug, for RG A/U #62 cable | Ea. | 1.0000 | \$18.85 | \$18.85 | RSM10MCOM M. L. O&P |
| 82 | 27-15-33-10-3560 Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC plug, for RG A/U #62 cable | Ea. | 1.0000 | \$18.85 | \$18.85 | RSM10MCOM M. L. O&P |
| 83 | 27-15-33-10-3600 Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC jack, for RG A/U #58 cable | Ea. | 1.0000 | \$19.15 | \$19.15 | RSM10MCOM M. L. O&P |
| 84 | 27-15-33-10-3610 Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC jack, for RG A/U #59 cable | Ea. | 1.0000 | \$19.15 | \$19.15 | RSM10MCOM M. L. O&P |
| 85 | 27-15-33-10-3620 Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC jack, for RG A/U #62 cable | Ea. | 1.0000 | \$19.15 | \$19.15 | RSM10MCOM M. L. O&P |
| 86 | 27-15-33-10-3660 Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC panel jack, for RG A/U #58 cable | Ea. | 1.0000 | \$22.50 | \$22.50 | RSM10MCOM M. L. O&P |
| 87 | 27-15-33-10-3670 Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC panel jack, for RG A/U #59 cable | Ea. | 1.0000 | \$22.50 | \$22.50 | RSM10MCOM M. L. O&P |
| 88 | 27-15-33-10-3680 Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC panel jack, for RG A/U #62 cable | Ea. | 1.0000 | \$22.50 | \$22.50 | RSM10MCOM M. L. O&P |
| 89 | 27-15-33-10-3720 Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC bulkhead jack, for RG A/U #58 cable | Ea. | 1.0000 | \$23.00 | \$23.00 | RSM10MCOM M. L. O&P |
| 90 | 27-15-33-10-3730 Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC bulkhead jack, for RG A/U #59 cable | Ea. | 1.0000 | \$23.00 | \$23.00 | RSM10MCOM M. L. O&P |
| 91 | 27-15-33-10-3740 Coaxial cable and fittings, coaxial connectors, 50 ohm impedance quick disconnect, BNC bulkhead jack, for RG A/U #62 cable | Ea. | 1.0000 | \$23.00 | \$23.00 | RSM10MCOM M. L. O&P |
| 92 | 27-15-33-10-3850 Coaxial cable and fittings, coaxial cable, RG A/U 58, 50 ohm | C.L.F. | 1.0000 | \$126.00 | \$126.00 | RSM10MCOM M. L. O&P |
| 93 | 27-15-33-10-3860 Coaxial cable and fittings, coaxial cable, RG A/U 59, 75 ohm | C.L.F. | 1.0000 | \$115.00 | \$115.00 | RSM10MCOM M. L. O&P |

Final Estimate

27 - Communications

| Item | Description | UM | Quantity | Unit Cost | Total | Book |
|------|--|--------|----------|-----------|----------|------------------------|
| 94 | 27-15-33-10-3870 Coaxial cable and fittings, coaxial cable, RG A/U 62, 93 ohm | C.L.F. | 1.0000 | \$123.00 | \$123.00 | RSM10MCOM M. L. O&P |
| 95 | 27-15-33-10-3875 Coaxial cable and fittings, coaxial cable, RG 6/U, 75 ohm | C.L.F. | 1.0000 | \$108.00 | \$108.00 | RSM10MCOM M. L. O&P |
| 96 | 27-15-33-10-3950 Coaxial cable and fittings, coaxial cable, fire rated, RG A/U 58, 50 ohm | C.L.F. | 1.0000 | \$173.00 | \$173.00 | RSM10MCOM M. L. O&P |
| 97 | 27-15-33-10-3960 Coaxial cable and fittings, coaxial cable, fire rated, RG A/U 59, 75 ohm | C.L.F. | 1.0000 | \$206.00 | \$206.00 | RSM10MCOM M. L. O&P |
| 98 | 27-15-33-10-3970 Coaxial cable and fittings, coaxial cable, fire rated, RG A/U 62, 93 ohm | C.L.F. | 1.0000 | \$191.00 | \$191.00 | RSM10MCOM M. L. O&P |
| 99 | 27-15-43-13-0120 Communication outlets, excluding voice or data devices, voice or data outlets, single opening | Ea. | 1.0000 | \$20.50 | \$20.50 | RSM10MCOM M. L. O&P |
| 100 | 27-15-43-13-0140 Communication outlets, excluding voice or data devices, voice or data outlets, two jack openings | Ea. | 1.0000 | \$15.10 | \$15.10 | RSM10MCOM M. L. O&P |
| 101 | 27-15-43-13-0160 Communication outlets, excluding voice or data devices, voice or data outlets, one jack and one 3/4" round opening | Ea. | 1.0000 | \$20.50 | \$20.50 | RSM10MCOM M. L. O&P |
| 102 | 27-15-43-13-0180 Communication outlets, excluding voice or data devices, voice or data outlets, one jack and one twiraxial opening | Ea. | 1.0000 | \$20.50 | \$20.50 | RSM10MCOM M. L. O&P |
| 103 | 27-15-43-13-0200 Communication outlets, excluding voice or data devices, voice or data outlets, one jack and one connector cabling opening | Ea. | 1.0000 | \$20.50 | \$20.50 | RSM10MCOM M. L. O&P |
| 104 | 27-15-43-13-0220 Communication outlets, excluding voice or data devices, voice or data outlets, two 3/8" coaxial openings | Ea. | 1.0000 | \$20.50 | \$20.50 | RSM10MCOM M. L. O&P |
| 105 | 27-15-43-13-0300 Communication outlets, excluding voice or data devices, data outlets, single opening | Ea. | 1.0000 | \$20.50 | \$20.50 | RSM10MCOM M. L. O&P |
| 106 | 27-15-43-13-0320 Communication outlets, excluding voice or data devices, data outlets, one 25-pin subminiature opening | Ea. | 1.0000 | \$20.50 | \$20.50 | RSM10MCOM M. L. O&P |
| 107 | 27-15-43-13-1000 Communication outlets, excluding voice or data devices, voice or data wall plate plastic, 1 gang, 1-port | Ea. | 1.0000 | \$10.60 | \$10.60 | RSM10MCOM M. L. O&P |
| 108 | 27-15-43-13-1020 Communication outlets, excluding voice or data devices, voice or data wall plate plastic, 1 gang, 2-port | Ea. | 1.0000 | \$10.60 | \$10.60 | RSM10MCOM M. L. O&P |
| 109 | 27-15-43-13-1040 Communication outlets, excluding voice or data devices, voice or data wall plate plastic, 1 gang, 3-port | Ea. | 1.0000 | \$10.60 | \$10.60 | RSM10MCOM M. L. O&P |
| 110 | 27-15-43-13-1060 Communication outlets, excluding voice or data devices, voice or data wall plate plastic, 1 gang, 4-port | Ea. | 1.0000 | \$10.60 | \$10.60 | RSM10MCOM M. L. O&P |
| 111 | 27-15-43-13-1080 Communication outlets, excluding voice or data devices, voice or data wall plate plastic, 1 gang, 6-port | Ea. | 1.0000 | \$10.60 | \$10.60 | RSM10MCOM M. L. O&P |

Final Estimate

27 - Communications

| Item | Description | UM | Quantity | Unit Cost | Total | Book |
|---------------------------|---|-----|----------|------------|-------------|------------------------|
| 112 27-15-43-13-1100 | Communication outlets, excluding voice or data devices, voice or data wall plate plastic, 2 gang, 6-port | Ea. | 1,0000 | \$17.35 | \$17.35 | RSM10MCOM M, L, O&P |
| 113 27-15-43-13-1120 | Communication outlets, excluding voice or data devices, voice or data wall plate, stainless steel, 1 gang, 1-port | Ea. | 1,0000 | \$15.65 | \$15.65 | RSM10MCOM M, L, O&P |
| 114 27-15-43-13-1140 | Communication outlets, excluding voice or data devices, voice or data wall plate, stainless steel, 1 gang, 2-port | Ea. | 1,0000 | \$15.65 | \$15.65 | RSM10MCOM M, L, O&P |
| 115 27-15-43-13-1160 | Communication outlets, excluding voice or data devices, voice or data wall plate, stainless steel, 1 gang, 3-port | Ea. | 1,0000 | \$15.65 | \$15.65 | RSM10MCOM M, L, O&P |
| 116 27-15-43-13-1180 | Communication outlets, excluding voice or data devices, voice or data wall plate, stainless steel, 1 gang, 4-port | Ea. | 1,0000 | \$16.15 | \$16.15 | RSM10MCOM M, L, O&P |
| 117 27-15-43-13-1200 | Communication outlets, excluding voice or data devices, voice or data wall plate, stainless steel, 2 gang, 6-port | Ea. | 1,0000 | \$26.50 | \$26.50 | RSM10MCOM M, L, O&P |
| 118 27-21-23-10-1100 | Switching and routing equipment, network hub, dual speed, 24 ports, includes cabinet | Ea. | 1,0000 | \$4,075.00 | \$4,075.00 | RSM10MCOM M, L, O&P |
| 119 27-21-23-10-2000 | Switching and routing equipment, network switch, 10/100/1000 Mbps, 24 ports | Ea. | 1,0000 | \$4,875.00 | \$4,875.00 | RSM10MCOM M, L, O&P |
| 120 27-21-23-10-2040 | Switching and routing equipment, network switch, 10/100/1000 Mbps, 48 ports | Ea. | 1,0000 | \$8,925.00 | \$8,925.00 | RSM10MCOM M, L, O&P |
| 27 - Communications Total | | | | | \$28,515.43 | |

Estimate Grand Total

28,515.43

SECTION 00230

SCOPE OF SERVICES AND PERFORMANCE REQUIREMENTS

GENERAL INFORMATION

This fixed unit price, indefinite quantity type contract is for the performance of telephone and data equipment premise wire installation and maintenance. Historically, the primary requirement for previous contracts for wiring/installation contracts has been for office moves and rearrangements; however, the Contractor may also be involved with major installations in state owned facilities as well as state leased office space due to office moves and rearrangements or may be requested to provide telephone and data wire and installation for any new facilities that are under construction. The specific work requirements will be identified in job orders issued by the Owner.

The state of Missouri desires to improve the efficiency in the provision of telecommunications and data wiring services to reduce overall costs, enhance project completion times, and reduce travel time and trip charges and to have access to the latest product technology.

BACKGROUND: Telephone services for state agencies in the state of Missouri are primarily provided by Centrex service; however, other service and line types can be ordered by agencies with offices where Centrex is not available, premise equipment throughout the state is predominately state-owned single-line and proprietary instruments behind Centrex or Private Branch Exchange (PBX) and electronic or digital key telephone systems (EKTS)/(DKTS) purchased under state contract. The EKTS/DKTS and PBX contracts provide installation and maintenance of the system which includes wiring services. The station equipment contracts under which standard and proprietary Nortel (DMS100) single-line and multi-line instruments are purchased do not provide for installation of the instruments or for the maintenance.

MOBILIZATION

The contractor's mobilization shall be complete and the contractor shall be fully capable of performing job orders within 15 working days of the date of notice to proceed.

DOCUMENTS

The following documents shall be used in the execution of work under this contract and are included herein by reference.

1. The Unit Price Book (UPB), the current edition of the R.S. Means JOC Works Pro, containing pricing information for the description of work to be accomplished in the unit of measure specified. Rate Sheets in 00220.A.
2. These specifications in their entirety.
3. All relevant National, State and Local laws, regulations and codes.
4. All information contained in the contractor's proposal to the Owner.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

The contractor shall submit for Owner approval a Quality Control Plan within 15 calendar days of the notice of intent to award. This plan should address all aspects of quality control as presented in the bid, including responsibility for surveillance of work documentation, corrective action and interface with the State of Missouri inspectors.

JOB ORDER AUTHORIZATION

With the exception of emergencies, any work required under this contract shall be ordered by issuance of formal, written Work Authorizations per the following process.

1. The Owner's Representative will notify the contractor of an existing requirement by issuance of a request for proposal (RFP).
2. Upon receipt of the RFP, the contractor shall respond within five (5) working days, or as otherwise instructed by the Owner's Representative (two hours in emergencies) by contacting the Owner's Representative to schedule a site visit or to further define the scope of the requirement
3. The Contractor shall prepare a **Job Order Proposal** further defining and restating the scope and providing a line item proposal of the individual tasks, quantities, cost and completions schedule. Unit cost should be obtained by Owner's website, <http://oa.mo.gov/fmdc/>.
4. The Unit Price Rates shall serve as the basis for establishing the value of the work to be performed. The Unit Price Rates as shown in Section 00220.A hereof along with the current City Multiplier will be available on the Owner's web site at <http://oa.mo.gov/fmdc/>. The rates and city multipliers will be updated within 10 working days of changes issued by R.S. Means.
5. Upon receipt of the Contractor's proposal, the Owner will review the proposal for completeness and will reach agreement with the contractor on quantities, schedule and all other terms prior to issuance of a Work Authorization.
6. The Owner will issue a formal Work Authorization containing the Job Order Proposal and establishing the scope of work, start date, price and schedule. This Work Authorization will be the contractor's notice to proceed with an individual project.
7. In the event the Owner does not issue a formal work authorization after receipt of the contractor's proposal, the Owner is not obligated to reimburse the contractor for any costs incurred in the preparation of the contractor's proposal.
8. In the event of emergency requirements for service, the procedures above will be expedited upon receipt of a verbal work authorization from the Owner's Representative. Work will commence as required and documentation will be provided as soon as possible.
9. The Owner's Representative will determine on a project basis the requirements for liquidated damages.

In the event that the Contractor's personnel are required by the work schedule to stay away from home overnight, Contractor shall be reimbursed for meals at actual expense not-to-exceed the following amounts:

| <u>Destination</u> | <u>Breakfast</u> | <u>Lunch</u> | <u>Dinner</u> |
|--------------------|------------------|--------------|---------------|
| Kansas City | \$10.50 | \$15.00 | \$27.50 |
| St. Louis | \$12.50 | \$18.50 | \$33.25 |
| All Others | \$ 8.00 | \$12.50 | \$20.75 |

These rates include all food, drink and gratuities.

Kansas City rate includes Jackson, Clay, Cass, and Platt counties. St. Louis rate includes St. Louis City, St. Louis County, St. Charles, Crawford, Franklin, Jefferson, Lincoln, Warren, and Washington counties.

Lodging rates will be allowed at actual expense not-to-exceed the USGSA Conus rates in effect on the date of lodging.

Overnight stays and associated expenses will not be permitted within 60 miles of the home domicile of the Contractor's personnel.

Receipts must be presented for all expenses incurred.

No additional reimbursement for mileage shall be allowed since all such expenses are to be included in the Contractor's multiplier in accordance with Article 2 of Section 00220.

1. PERFORMANCE REQUIREMENTS

- a. The contractor shall provide copper and fiber optic telecommunications and data wiring products and installation services required to satisfy the requirements contained herein for any department of the State of Missouri (referred to hereinafter as "state agency").
 - i. The contractor shall understand and agree that the State of Missouri cannot guarantee the use of any specific quantities of the contractor's services.
 - ii. The contractor shall understand and agree that the contract(s) shall not be construed to be an exclusive contract; that other contracts exist and will continue to be utilized for similar or identical services in the identified regions; and that other contracts may be established at the sole option of the State of Missouri, which may include similar or identical services.
- b. The awarded contract must provide the required services for all counties for the State of Missouri.
- c. The contractor shall provide the required services for projects that are considered by the state agency as "new construction", as well as projects that are considered expansions, modifications, or maintenance in current buildings.

2. CONTRACTOR STAFFING REQUIREMENTS:

- a. The contractor's organization and/or technicians be located within, or sub-contract with, other organizations that currently located within the county in which the contractor provides telecommunications and data wiring products and services.
- b. The contractor must have demonstrated successful experience in the installation of both telecommunications and data cabling in large commercial buildings or office complexes utilizing both copper and fiber optic products.
- c. The contractor shall provide competent personnel who shall be in charge of the work in progress. The name(s) of the individual(s) assigned and their supervisor(s) shall be verbally communicated to the State of Missouri's on-site coordinator, or in writing, if requested by the agency, prior to the start of work.
- d. The contractor must possess and maintain sufficient resources, including adequate staffing of trained personnel, to meet the requirements of the state agency as set forth herein.

3. INSTALLATION STANDARDS:

- a. The contractor must perform all services in compliance with Electronic Industries Association/Telecommunications Industry Association (EIA/TIA) standards.
- b. All work and materials shall comply with all State and Federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction. If the contractor's work is at anytime in violation of applicable codes, the contractor shall correct the situation at no cost to the State.
- c. All cabling, wiring, and/or other hardware installed shall be in accordance with the current National Electrical Code, National Electrical Safety Code, and state and local codes and ordinances and standard industrial practices.

4. WIRING INSTALLATION REQUIREMENTS:

- a. The contractor shall furnish all labor and materials, unless otherwise specified by the agency, required for the successful completion of the work described herein.
- b. The contractor shall be allowed access to state buildings, including docks and elevators (where available), in order to carry out the required work. However, the contractor must agree and understand that scheduling of work activity must not cause unnecessary disruption of state activities, including physical plant activities.
- c. The State of Missouri will make available secure space at each site for the use of the contractor to receive and store materials and/or equipment. This space will be provided only during the duration of a specific work order. The contractor or his designated employee shall be responsible to receive and accept any and all material and/or equipment upon delivery by common carrier.
- d. The contractor shall take necessary precautions at all times to protect and preserve all materials, supplies, and equipment, as well as work in progress, from damage due to theft or vandalism.
- e. The contractor shall adhere to all sign-in procedures as required by the state agency. If no procedures are in place, the contractor shall report to the state agency on-site coordinator when the work begins and when the job is finished.
- f. The contractor shall coordinate all work with the requesting state agency's on-site coordinator and, if requested by the state agency, the Office of Administration-Division of Facilities Management, Design and Construction, and/or the Information Technology Services Division.
- g. The contractor shall agree that prior to commencement of any installation, the State of Missouri on-site coordinator and, if requested by the state agency, the Division of Facilities Management, Design and Construction, and/or the Information Technology Services Division, shall review all cable routing plans for final approval.
- h. The contractor shall not drill any holes or make other openings in wall, floors, or ceilings without the consent of the building manager, facility landlord, or state agency coordinator. The contractor shall be responsible for such activities unless directed by the ordering state agency.

- i. The contractor shall replace, restore, or bring to original condition any damage to floors, ceilings, walls, furniture, grounds, pavement, etc, caused by the contractor's personnel and operations. Any damage or disfigurement shall be restored at the contractor's expense.
- j. The contractor shall install telephone or data wiring as specified by the authorized agency coordinator. The agency, with the assistance of the Division of Facilities Management, Design and Construction, and/or the Information Technology Services Division if requested, shall identify the application to be run on the wire and identify the type and category of cable to be installed. All materials used in a wiring run must meet or exceed the specified category.
- k. Voice termination in the telephone/data closet shall be on existing, if available, or contractor provided connecting blocks as specified by the ordering agency. Data terminations in the telephone/data closet shall be on data blocks or patch panels as specified by the agency. All terminated wires shall be clearly labeled.
- l. The contractor shall terminate all wiring runs, providing all materials and labor necessary to meet the state agency requirements.

5. CABLE RECORDS AND TESTING REQUIREMENTS:

1. The contractor shall update current cable records, and establish new cable records where required.
2. The contractor shall agree and understand that existing cable records and those established by the contractor pursuant to the contract shall be the property of the State of Missouri.
3. The contractor shall test all installed circuits for continuity to the jack using appropriate test instruments. Any circuits failing such test shall be repaired or replaced by the contractor prior to acceptance.
4. The contractor shall test all newly installed telephone circuits by obtaining dial tone and completing a call using the new circuit, both inbound and outbound, from the station jack.
5. The contractor shall tag or otherwise identify both ends of all cable it installs.
6. Each wall plate shall be numbered and labeled by the contractor with a permanent type label. Wiring numbering should have an organized scheme and labeled at the block and jack.
7. All category 5e and category 6 installations must be certifiable by the contractor. Actual testing and certification shall only be required upon special request by agency. Any certifications required either at the time of installation or at a later time, shall be performed at the appropriate Unit Price Rates (UPR).

6. SERVICE PREPARATION AND RESPONSE REQUIREMENTS:

- a. The contractor shall agree and understand that all orders for work shall be in writing, except as otherwise described herein, and shall be in the form of a properly approved order.

- a. The contractor shall agree and understand that all orders for work shall be in writing, except as otherwise described herein, and shall be in the form of a properly approved order.
 - i. Upon receipt of a request for services, the contractor shall perform all-inclusive wiring runs for approval by the authorized state agency coordinator prior to beginning work. In the event the state agency requests the contractor in writing to visit the site and assist the agency in determining the specific materials and labor needed for a task, the contractor may charge the state agency for the on-site time spent assisting at the price(s) per hour stated on UPR listed in 00220.A. If, however, the contractor visits the state agency location for the purpose of determining the materials and labor needed for a specific task without a written request from the state agency for such a visit, the contractor shall not charge for that service.
- b. The contractor shall complete all written orders for adds, moves and changes within five state workdays or less after receipt of the executed Job Order unless otherwise agreed to by the state agency.
- c. The contractor shall respond to requests for routine repair or maintenance service within eight (8) business hours after the request for service is made.
 - i. Response shall be defined as a technician qualified to perform the requested service on site.
 - ii. Response must be by 3:00 p.m. the following state workday.
 - iii. Requests for routine repair service made on Friday, or the day proceeding a State holiday, shall be responded to by 3:00 p.m. on the next following state workday.
- d. The contractor must respond to claims of unacceptable service within eight (8) business hours of notification by a state agency.
 - i. Response shall be defined as a technician qualified to correct the unacceptable condition on-site.
- e. The contractor must respond to requests for emergency repair service within four (4) business hours. Such requests may be made verbally by any authorized state agency coordinator and later confirmed in writing. The final determination of what constitutes an emergency shall be made by the state agency.
 - i. Response shall be defined as a technician qualified to correct the unacceptable condition on-site.

7. CROSS-CONNECTION REQUIREMENTS:

- a. The contractor shall provide the install cross-connecting wire between the telephone company network interface (demarcation) and the State's connecting block.
- b. The contractor shall provide and install required cable and punch-down blocks or patch panels to interconnect telecommunication closets and equipment rooms on an as needed, if needed basis.

8. REQUIREMENTS FOR ADDS, MOVES AND CHANGES:

- a. The contractor shall change cross-connect and line terminations on the connecting blocks to accommodated telephone relocations or re-configurations in accordance with the written instructions provided by the State.
- b. The contractor shall change circuits, cross-connects, or terminations to accommodate relocation or the addition of terminals in accordance with the written instructions provided by the State .

9. MAINTENANCE AND REPAIR REQUIREMENTS:

- a. The contractor shall, upon request or an authorized agency representative , troubleshoot and repair telephone and data cabling in state owned or leased buildings throughout the specified region.

10. INVOICING AND PAYMENT REQUIREMENTS:

- a. The contractor shall invoice the state agency in accordance with the provisions and requirements herein.
- b. The contractor shall understand and agree that all payments shall be the responsibility of the ordering state agency.
- c. The contractor shall not invoice, nor be reimbursed for travel time or expenses to or from the contractor's site and the state agency location, regardless of the type of work performed.

11. OTHER:

- a. Single Point of Contact: The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all services provided.
- b. Interface with land lords, other contractors, subcontractors, and trade unions: In addition to coordination with state agency personnel, the contractor must successfully coordinate its assigned projects with land lords and their contractors, subcontractors, and trade unions in leased state facilities, as well as any other contractors concurrently performing work for the State of Missouri.

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MBE/WBE PROGRAM

DEFINITIONS

1. "MBE": Minority Business Enterprise.
2. "MINORITY":
 - a. "Black Americans," which includes persons having origins in any of the black racial groups of Africa;
 - b. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin regardless of race;
 - c. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, or the Northern Marianas; or
 - e. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan or Bangladesh.
3. "MINORITY BUSINESS ENTERPRISE": A business concern which is at least fifty-one percent (51%) owned by one (1) or more minority as defined in 2 above or in the case of any publicly-owned business, fifty-one percent (51%) of the stock of which is owned by one (1) or more minority as defined in 2 above AND whose management and daily business operations are controlled by one (1) or more minority as defined herein.
4. "MWBE" or "MBE/WBE": An acronym meaning MBE or WBE or both.
5. "WBE": Women Business Enterprise.
6. "WOMEN BUSINESS ENTERPRISE": A business concern which is at least fifty-one percent (51%) owned by one (1) or more women or in the case of any publicly-owned business at least fifty-one percent (51%) of the stock of which is owned by one (1) or more women AND whose management and daily business operations are controlled by one (1) or more women.

CONTRACTOR REQUIREMENTS

1. The Contractor will use his best efforts to obtain participation of MBE and WBE subcontractors in the conduct of all job orders authorized by Owner.
2. Participation goals for this contract are as follows:
 - a. 15% MBE; 10% WBE
 1. of the total amount of all job orders released for facilities located in St. Louis City, St. Louis county, and St. Charles county;
 2. of the total amount of all job orders released for facilities located in Kansas City, Jackson county and Clay county;
 - b. 10% MBE; 5% WBE
 1. of the total amount of all job orders released for facilities located in Cole county, Callaway county and Greene county
 - c. 7% MBE; 4% WBE
 1. of the total amount of all job orders released for facilities located in any Missouri county not listed in 2.a or 2.b above.

3. Contractor will provide a report on form number 00642 to Owner at the end of each job performed indicating the total value of the job, the MWBE subs used on the job, the amount paid each MWBE sub and the percentage of the total job performed by each MWBE sub.
4. A bidder may count toward the MBE/WBE goals only expenditures to certified MBE/WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE is considered to perform a commercially useful function when it is responsible for executing a distinct element of the work contract and carrying out its responsibilities by actually performing, managing and supervising the work or providing supplies or manufactured materials. A bidder who is a MBE or WBE may count 100% of the contract towards the MBE or WBE goal. (NOTE: MBE firms who bid as general contractors are expected to obtain WBE participation and WBE firms who bid as general contractors are expected to obtain MBE participation to meet the project's separate goals.)

Bidder may count toward its MBE/WBE goals expenditures for materials and supplies obtained from certified MBE/WBE suppliers and manufacturers, provided that the MBE/WBE assumes the actual and contractual responsibility for the provision of the materials and supplies.

A bidder may count towards the MBE/WBE goals that portion of the total dollar value granted to a certified joint venture equal to the percentage of the ownership and control of the MBE/WBE partner in the joint venture.

The bidder may determine the status of certification of a proposed M/WBE subcontractor or supplier by referring to the Division of Facilities Management, Design and Construction's Minority/Women Business Enterprise Directory contained in the project manual. Additional information, clarifications, etc., regarding the listings in the Directory may be obtained by calling the Division at (573) 751-3339 and asking to speak to the Unit Manager, Contracts Unit.

If the proposed subcontractor is certified as a MBE/WBE firm by any other State of Missouri agency or any Missouri city or county government agency, the bidder shall so note and provide particulars. Other known State of Missouri entities providing certification are:

| | |
|--|-----------------------|
| SBA 8(a)/Kansas City, MO | 816-374-6752 |
| Kansas City Minority Supplier Council | 816-931-9672 |
| Human Relations Department, KCMO | 816-274-1432 |
| Lambert International Airport | 314-551-5000 |
| Metro (formerly Bi-State Development Agency) | 314-982-1457 |
| St. Louis Development Corporation | 314-622-3400 Ext. 362 |
| St. Louis Minority Business Council | 314-241-1073 |
| SBA 8(a)/St. Louis, MO | 314-539-3785 |
| Missouri Department of Transportation | 573-751-2859 |
| National Women Business Owners Corp. | 561-848-5066 |

(Missouri firms only)

If a MBE/WBE is replaced during the course of this contract, the Contractor shall make a good faith effort to replace it with another MBE/WBE. All substitutions shall be approved by the Owners Chief Engineer.

OWNER'S REQUIREMENTS

1. Owner will periodically review the Contractor's records to determine the Contractor's good faith efforts to achieve the MWBE goals for each job. If the contractor is not meeting the agreed upon goals at these periodic reviews, the Contractor may be required to provide to Owner his plan to increase the participation by MWBEs in the remainder of the Contract. Failure to make a good faith effort to provide sufficient opportunities for MWBE participation may be cause for Owner to provide no further work to Contractor and use other methods to provide construction services.
2. In reaching a determination of good faith, the Director may evaluate, but is not limited to, the following factors:
 - a. How subcontractors were contacted initially, the specific project information provided, and the documentation to support that contact;
 - b. How project plans and specifications were provided to MBE/WBE subcontractors;
 - c. The names, addresses, and phone numbers of at least three MBE/WBE firms contacted for specific categories of work;
 - d. The dates of contact for at least three subcontractors;
 - e. Attempts to follow-up with at least three subcontractors prior to bid to negotiate price, scope of work, or make other adjustments or clarifications;
 - f. Amount of bids received from any of these three subcontractors;
 - g. Bid accepted from one of these subcontractors or reasons for rejecting bids;
 - h. The MBE/WBE suppliers contacted, date of contact, material or equipment, amounts of quotes.

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SECTION 00260**EVALUATION AND SELECTION CRITERIA**

PAST PERFORMANCE shall be worth a total of 260 points in the evaluation.

Points
Allowed

| | |
|----|---|
| 70 | 1. the experience of bidder in performing contracts of similar nature |
| 40 | 2. the bidder's experience and performance in managing multiple projects with multiple subcontractors simultaneously |
| 40 | 3. ability to meet job order completion schedules. |
| 45 | 4. the quality of the bidder's construction and other relevant services and his ability to operate with a minimum of disruption and adhere to agreed upon job order costs |
| 25 | 5. the experience of the bidder in working on government facilities |
| 20 | 6. the past relationship of the bidder with its customers with particular emphasis on teamwork, communication and cooperation |
| 20 | 7. the bidder's safety record |

TECHNICAL shall be worth a total of 230 points in the evaluation.

Points
Allowed

| | |
|----|---|
| 80 | 1. job order management to include: response to project request for proposals (provide an example of a fully documented job order proposal in the same form as would apply to this contract assuming a job order utilizing multiple trades valued at \$100,000), planning and preparation of job order documentation, scheduling of work, scope of work, construction submittals, estimating, site supervision, turn-over packages and close out documentation. |
| 20 | 2. quality control procedures/program |
| 30 | 3. plan for identifying, selecting, managing and assisting subcontractors |
| 30 | 4. contingency planning for unsatisfactory subcontract work |
| 20 | 5. interface of the contractor's staff with the Owner |
| 10 | 6. position descriptions and resumes of proposed project personnel (contractor will be required to staff this project with personnel listed) |
| 10 | 7. communication procedures with the Owner and subcontractors. |
| 10 | 8. safety procedures/program |
| 10 | 9. corporate organization and their interface and support of this project |
| 10 | 10. project organization chart |

Points to be awarded for both Past Performance and Technical will be determined by a panel. The panel will award points to each bidder based on their collective view of the strength of each bidder's response to each of the requirements.

COST shall be worth a total of 510 points in the evaluation. COST shall be evaluated as follows:

Normal Hours

1. 410 points will be awarded to the bidder with the lowest multiplier for normal hours.
2. Each other bidder will be awarded proportionately fewer points when comparing their multiplier to the multiplier for the low bidder.

EXAMPLE:

| <u>Bidder</u> | <u>Multiplier</u> | | <u>Points Awarded</u> |
|---------------|-------------------|-------------------------|-----------------------|
| Low | .75 | | 410 |
| 2 | .85 | $(.75/.85 \times 410)$ | 362 |
| 3 | 1.00 | $(.75/1.00 \times 410)$ | 308 |

Other Hours

1. 100 points will be awarded to the bidder with the lowest multiplier for other hours.
2. Each other bidder will be awarded proportionately fewer points when comparing their multiplier to the multiplier for the low bidder.

EXAMPLE

| <u>Bidder</u> | <u>Multiplier</u> | | <u>Points Awarded</u> |
|---------------|-------------------|-------------------------|-----------------------|
| Low | .95 | | 100 |
| 2 | 1.00 | $(.95/1.00 \times 100)$ | 95 |
| 3 | 1.10 | $(.95/1.10 \times 100)$ | 86 |

Points awarded for Past Performance, Technical and Cost shall be totaled. The bidder with the highest number of total points will be considered the lowest bidder for these requirements and shall be awarded this contract if determined to be responsible and responsive to all other bid requirements.

STATE OF MISSOURI

Bid Time: 1:30 PM

Bid Date: _____

SECTION 00310 - BID FORM

1.0 BID:

A. From:

(Bidder's Name)

herein after called the "**Bidder**".

B. To:

Director, Division of Facilities Management, Design and Construction
Room 730, Harry S Truman State Office Building
301 West High Street
Jefferson City, Missouri 65102

herein after called the "**Owner**."

C. For:

Telcom & Data Wiring & Installation
Statewide Contract

D. Project Number:

910PW-SC

hereinafter called the "**Work**."

E. Documents:

The undersigned, having examined and being familiar with the conditions affecting the work and with the contract documents including Sections 00100 through 00360 and the General Conditions, including:

addenda number through hereby proposes to perform the Work for the following:

2.0 BID AMOUNT:

Bids shall be expressed as a multiplier in both numeric (1.05, 0.75) and written form (one point zero five, zero point seven five).

Normal working hours multiplier expressed numerically _____

Normal working hours multiplier expressed in words _____

Other than normal working hours expressed numerically _____

Other than normal working hours expressed in words _____

3.0 BID BOND

A. Accompanying the bid is: \$300,000 Bid Bond or Cashier's Check/Bank Draft for \$300,000.

Payable without condition to the Division of Facilities Management, Design and Construction, State of Missouri, as per Article 5 of "Instructions To Bidders".

4.0 **CONTRACT DURATION:** The contract shall be in effect for a period of one (1) year with four (4) one-year renewals solely at the Owner's discretion from the Notice of Intent to Award.

5.0 ATTACHMENTS TO BID:

00635 Affidavit of Work Authorization

Statement of Bidder's Bonding Rate(s)

6.0 BIDDER'S CERTIFICATIONS:

- A. The Bidder agrees to pay not less than the hourly rate of wages as determined by the Department of Labor and Industrial Relations, State of Missouri, in accordance with Section 290.210 to 290.340 as amended RsMO 1978.
- B. The Bidder hereby certifies that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association or corporation;

That he/she has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal;

That he/she has not solicited or induced any person, firm or corporation to refrain from submitting a bid;

That he/she has not sought by collusion or otherwise to obtain for himself any advantage over any other bidder or over the Owner.

That he/she will not discriminate against any employee or applicant for employment because of race, creed, color or national origin in the performance of the work.

That he/she has properly collected and remitted all taxes on sales made at retail by the bidder or any affiliate thereof as provided in Chapter 144, RSMo and shall at the request of Owner provide a letter of no tax due from the Missouri Department of Revenue.

That he/she certifies compliance with the provisions of Section 285.230-234 RSMO 1994 regarding transient employers.

That he/she has enrolled and is and will continue to participate in a federal work authorization program in accordance with RSMo 285.525 and 285.530 for the duration of this contract.

Contractor and subcontractors at any tier shall comply with RSMo 292.675 and Article 1.3, E, of Section 00700, General Conditions.

7.0 DATE:

A. Dated this: _____ day of _____, 2010.

8.0 SIGNATURES:

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation

Business Name: _____

Address: _____

Telephone: _____ Fax Number: _____

Federal ID Number: _____ Social Security Number: _____

Incorporated under the laws of the State of: _____

(If a corporation organized in a state other than Missouri, attach Certificate of Authority to do business in the State of Missouri. Also for Corporate proposals, the President or vice-president should sign as the bidder. If the signator is other than the corporate president or vice president, the bidder must provide satisfactory evidence that the signator has the legal authority to bind the corporation.)

Bidder's Signature

Corporate Secretary's Signature

Typed or Printed Name

Typed or Printed Name

(Seal)

Partner/Joint Venture Signature

Typed or Printed Name

SECTION 00635 - AFFIDAVIT OF WORK AUTHORIZATION

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____, 20_____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the _____ of _____, and I am duly authorized, _____ title _____ business name directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection with the contracted services related to _____ with the Office of Administration, Division of Facilities Management, Design and Construction (FMDC). I have attached documentation to this affidavit to evidence enrollment/participation by the Project Number
aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with FMDC, an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Section 285.525 through 285.559, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

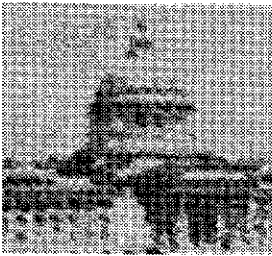
Affidavit Signature

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires:

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State of Missouri

THIS AGREEMENT, made (L **Construction Contract – Section 00430**

Contractors Company Name

Address 1

Address 2

hereinafter called the "Contractor,"

and the **State of Missouri**, hereinafter called the "Owner", represented by the Office of Administration, Division of Facilities Management, Design and Construction on behalf of the (*Agency Name*).

WITNESSETH, that the Contractor and the Owner, for the consideration stated herein agree as follows:

ARTICLE 1. STATEMENT OF WORK

The Contractor shall furnish all labor and materials and perform all work required for furnishing and installing all labor, materials, equipment and transportation and everything necessarily inferred from the general nature and tendency of the bid documents for the proper execution of the work for:

Project Name:

Facility Name: *as specified in each Job Order*

Project Number: **Project No.:**

in strict accordance with the Contract Documents as enumerated in Article 7, all of which are made a part hereof.

ARTICLE 2. TIME OF COMPLETION

The contractor's mobilization shall be complete and the contractor shall be fully capable of performing job orders within 15 working days of the date of notice to proceed. This time includes twelve (12) working days for the Contractor to receive, sign and return the contract form along with required bonding and insurance certificates. Failure of the Contractor to provide correct bonding and insurance within the twelve (12) working days shall not be grounds for a time extension. Receipt of proper bonding and insurance is a condition precedent to the formation of the contract and if not timely received, may result in forfeiture of the Contractor's bid security. Work may not commence until the Owner has received and approved the Contractor's Quality Control Plan; and issued a written Notice to Proceed. The performance time and completion date will be **specified in each Job Order issued under the Contract**.

ARTICLE 3. LIQUIDATED DAMAGES

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The Owner would suffer a loss should the Contractor fail to have the work embraced in this contract fully completed on or before the time above specified. THEREFORE, the parties hereto realize in order to adjust satisfactorily the damages on account of such failure that it might be impossible to compute accurately or estimate the amount of such loss or damages which the Owner would sustain by reason of failure to complete fully said work within the time required by this contract. The Contractor hereby covenants and agrees to pay the Owner, as and for **liquidated damages, the sum as agreed upon in each Job Order** per day for each and every day, Sunday and legal holidays excepted, during which the work remains incomplete and unfinished after the agreed upon completion date for said Job Order. Any sum which may be due the Owner for such damages shall be deducted and retained by the Owner from any balance which may be due the Contractor when said work shall have been finished and accepted. But such provisions shall not release the Bond of the Contractor from liability according to its terms. In case of failure to complete, the Owner will be under no obligation to show or prove any actual or specific loss or damage.

ARTICLE 4. CONTRACT SUM

The Owner shall pay the Contractor for the prompt, faithful and efficient performance of the conditions and undertakings of this contract, subject to additions, and deductions as provided herein, in current funds an amount equal to the value of each Job Order

MAXIMUM CONTRACT AMOUNT: *The maximum contract amount is up to \$5,000,000 per year*

UNIT PRICES: Unit Prices will be in accordance with the then current edition of RS MEANS Facilities Construction Cost Data, using the column for "Total, including OH and Profit, and applying the applicable City Cost Index and the Contractor's bid coefficients.

PAYMENTS: Payments shall be made monthly in an amount equal to the value of the work performed less retention in accordance with RSMo 8.260

ARTICLE 5. PREVAILING WAGE RATE

It is understood and agreed by and between the parties that not less than the prevailing hourly rate of wages shall be paid for work of a similar character in the locality in which the work is performed, and not less than the prevailing hourly rate of wages for legal holiday and overtime work in the locality in which the work is performed, both as determined by the Department of Labor and Industrial Relations or as determined by the court on appeal, to all workmen employed by or on behalf of the Contractor or any subcontractor, exclusive of maintenance work. Only such workmen as are directly employed by the Contractor or his subcontractors, in actual construction work on the site shall be deemed to be employed.

When the hauling of materials or equipment includes some phase of the construction other than the mere transportation to the site of the construction, workmen engaged in this dual capacity shall be deemed to be employed directly on the project and entitled to the prevailing wage.

ARTICLE 6. MINORITY/WOMEN BUSINESS ENTERPRISE PARTICIPATION

The Contractor agrees to the following overall MBE WBE participation goals:

- a. 15% MBE; 10% WBE
 - 1. of the total amount of all job orders released for facilities located in St. Louis City, St. Louis county, and St. Charles county;
 - 2. of the total amount of all job orders released for facilities located in Kansas City, Jackson county and Clay county;
- b. 10% MBE; 5% WBE
 - 1. of the total amount of all job orders released for facilities located in Cole county, Callaway county and Greene county
- c. 7% MBE; 4% WBE
 - 1. of the total amount of all job orders released for facilities located in any Missouri county not listed in 2.a or 2.b above.

The Director or his Designee of the Division of Facilities Management, Design and Construction shall be the final authority to resolve disputes and disagreements between the Contractor and the MBE/WBE firms listed above when such disputes impact the subcontract amounts shown above.

ARTICLE 7. CONTRACT DOCUMENTS

Contract documents shall consist of the following component parts:

1. Executed Construction Contract Form
2. The Owner's IFB
3. Any Addenda
4. Contractor's Proposal as accepted by the Owner

By signature below, the parties hereby execute this contract document.

APPROVED:

Jeff W. Schaeperkoetter, Director
Division of Facilities Management,
Design and Construction

(Principal's Name) (Principal's Title)
(Company Name)

I, Corporate Secretary, certify that I am Secretary of the corporation named above and that *(Principal's Name)*, who signed said contract on behalf of the corporation, was then *(Principal's Title)* of said corporation and that said contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate Secretary

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SECTION 00600

FORMS

The forms included in this section are as follows:

- 00610 Performance and Payment Bond
- 00620 Affidavit of Compliance with Prevailing Wage Rate
- 00630 Affidavit for Affirmative Action
- 00635 Affidavit for Work Authorization
- 00640 Partial Receipt of Payment and Release
- 00641 Final Receipt of Payment and Release

* To view these forms, <http://oa.mo.gov/fmndc/dc/contractorforms.htm>

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GENERAL CONDITIONS

INDEX

ARTICLE:

1. General Provisions

- 1.1. Definitions
- 1.2. Drawings and Specifications
- 1.3. Compliance with Laws, Permits, Regulations and Inspections
- 1.4. Nondiscrimination in Employment
- 1.5. Anti-Kickback
- 1.6. Patents and Royalties
- 1.7. Preference for American and Missouri Products and Services
- 1.8. Communications
- 1.9. Separate Contracts and Cooperation
- 1.10. Assignment of Contract
- 1.11. Indemnification
- 1.12. Disputes and Disagreements

2. Owner/Designer Responsibilities

3. Contractor Responsibilities

- 3.1. Acceptable Substitutions
- 3.2. Submittals
- 3.3. As-Built Drawings
- 3.4. Guaranty and Warranties
- 3.5. Operation and Maintenance Manuals
- 3.6. Other Contractor Responsibilities
- 3.7. Subcontracts

4. Changes in the Work

- 4.1. Changes in the Work
- 4.2. Changes in Completion Time

5. Construction and Completion

- 5.1. Construction Commencement
- 5.2. Project Construction
- 5.3. Project Completion
- 5.4. Payments

6. Bond and Insurance

- 6.1. Bond
- 6.2. Insurance

7. Termination or Suspension of Contract

- 7.1. For Site Conditions
- 7.2. For Cause
- 7.3. For Convenience

SECTION 00700 - GENERAL CONDITIONS

- A. These General Conditions apply to each section of these specifications. The Contractor is subject to the provisions contained herein.
- B. The General Conditions are intended to define the relationship of the Owner, the Designer and the Contractor thereby establishing certain rules and provisions governing the operation and performance of the work so that the work may be performed in a safe, orderly, expeditious and workmanlike manner.

ARTICLE 1 – GENERAL PROVISIONS

ARTICLE 1.1 - DEFINITIONS

- A. As used in these contract documents, the following terms shall have the meanings and refer to the parties designated in these definitions.
 - 4. **"DIRECTOR"**: Whenever the term "Director" is used, it shall mean the Director of the Division of Facilities Management, Design and Construction, or his designee, representing the Office of Administration, State of Missouri. The Director is the agent of the Owner.
 - 5. **"COMMISSIONER"**: The Commissioner of the Office of Administration.
 - 6. **"CONSTRUCTION DOCUMENTS"**: The "Construction Documents" shall consist of the Project Manual, Drawings and Addenda.
 - 7. **"CONSTRUCTION REPRESENTATIVE"**: Whenever the term "Construction Representative" is used, it shall mean the Owner's Representative at the work site.
 - 8. **"CONTRACTOR"**: Party or parties who have entered into a contract with the Owner to furnish work under these specifications and drawings.
 - 9. **"DESIGNER"**: When the term "Designer" is used herein, it shall refer to the Architect, Engineer, or Consultant of Record specified and defined in Paragraph 2.0 of the Supplemental Conditions, or his/her duly authorized representative. The Designer may be either a consultant or state employee.
 - 10. **"DIVISION"**: Shall mean the Division of Facilities Management, Design and Construction, State of Missouri.
 - 11. **"INCIDENTAL JOB BURDENS"**: Shall mean those expenses relating to the cost of work, incurred either in the home office or on the job-site, which are necessary in the course of doing business but are incidental to the job. Such costs include office supplies and equipment, postage, courier services, telephone expenses including long distance, water and ice and other similar expenses.
 - 12. **"JOINT VENTURE"**: An association of two (2) or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills and knowledge.
 - 10. **"OWNER"**: Whenever the term "Owner" is used, it shall mean the State of Missouri.
 - 11. **"PROJECT"**: Wherever the term "Project" is used, it shall mean the work required to be completed by the construction contract.
 - 12. **"PROJECT MANUAL"**: The "Project Manual" shall consist of Introductory Information, Invitation for Bid, Instructions to Bidders, Bid Documents, Additional Information, Standard Forms, General Conditions, Supplemental General Conditions, General Requirements and Technical Specifications.
 - 13. **"SUBCONTRACTOR"**: Party or parties who contract under, or for the performance of part or this entire Contract between the Owner and Contractor. The subcontract may or may not be direct with the Contractor.
 - 14. **"WORK"**: Labor, material, supplies, plant and equipment required to perform and complete the service agreed to by the Contractor in a safe, expeditious, orderly and workmanlike manner so that the project shall be complete and finished in the best manner known to each respective trade.
 - 15. **"WORKING DAYS"**: are all calendar days except Saturdays, Sundays and the following holidays: New Year's Day, Martin Luther King, Jr. Day, Lincoln Day, Washington's Birthday (observed), Truman Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day (observed), Thanksgiving Day, Christmas Day.

ARTICLE 1.2 DRAWINGS AND SPECIFICATIONS

- A. In case of discrepancy between drawings and specifications, specifications shall govern. Should discrepancies in architectural drawings, structural drawings and mechanical drawings occur, architectural drawings shall govern and, in case of conflict between structural and mechanical drawings, structural drawings shall govern.
- B. Specifications are separated into titled divisions for convenience of reference only and to facilitate letting of contracts and subcontracts. The Contractor is responsible for establishing the scope of work for subcontractors, which may cross titled divisions. Neither the Owner nor Designer will establish limits and jurisdiction of subcontracts.
- C. Figured dimensions take precedence over scaled measurements and details over smaller scale general drawings. In the event of conflict between any of the documents contained within the contract, the documents shall take precedence and be controlling in the following sequence: addenda, supplementary general conditions, general conditions, division 1 specifications, technical division specifications, drawings, bid form and instructions to bidders.
- D. Anything shown on drawings and not mentioned in these specifications or vice versa, as well as any incidental work which is obviously necessary to complete the project within the limits established by the drawings and specifications, although not shown on or described therein, shall be performed by the Contractor at no additional cost as a part of his/her contract.
- E. Upon encountering conditions differing materially from those indicated in the contract documents, the Contractor shall promptly notify the Designer and Construction Representative in writing before such conditions are disturbed. The Designer shall promptly investigate said conditions and report to the Owner, with a recommended course of action. If conditions do materially differ and cause an increase or decrease in contract cost or time required for completion of any portion of the work, a contract change will be initiated as outlined in Article 4 of these General Conditions.
- E. Only work included in the contract documents is authorized, and the Contractor shall do no work other than that described therein or in accordance with appropriately authorized and approved contract changes.

ARTICLE 1.3 - COMPLIANCE WITH LAWS, PERMITS, REGULATIONS AND INSPECTIONS

- A. Since the Owner is the State of Missouri, municipal or political subdivisions, zoning ordinances, construction codes and other like ordinances are not applicable to construction on Owner's property, and Contractor will not be required to submit drawings and specifications to any municipal or political subdivision authority, obtain construction permits or any other licenses or permits from or submit to inspections by any municipality or political subdivision relating to the construction of this project. All permits or licenses required by municipality or political subdivision for operation on property not belonging to Owner shall be obtained by and paid for by Contractor. Each Contractor shall comply with all applicable laws, ordinances, rules and regulations that pertain to the work of this contract.
- B. Contractors, subcontractors and their employees engaged in the businesses of electrical, mechanical, plumbing, carpentry, sprinkler system work, and other construction related trades shall be licensed to perform such work by the municipal or political subdivision where the project is located, if such licensure is required by local code. Local codes shall dictate the level (master, journeyman, and apprentice) and the number, type and ratio of licensed tradesmen required for this project within the jurisdiction of such municipal or political subdivision.
- C. Equipment and controls manufacturers and their authorized service and installation technicians that do not maintain an office within the jurisdiction of the municipal or political subdivision but are a listed or specified contractor or subcontractor on this project are exempt from Paragraph 1.3 B above.
- D. The Contractor shall post a copy of the wage determination issued for the project and included as a part of the contract documents, in a prominent and easily accessible location at the site of construction for the duration of the project.
- E. Any contractor or subcontractor to such contractor at any tier signing a contract to work on this project shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. The contractor shall forfeit as a penalty to the public body on whose behalf the contract is made or awarded, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

ARTICLE 1.4 - NONDISCRIMINATION IN EMPLOYMENT

- A. The Contractor and his/her subcontractors will not discriminate against individuals based on race, color, religion, national origin, sex, disability, or age, but may use restrictions which relate to bona fide occupational qualifications. Specifically, the Contractor and his/her subcontractors shall not discriminate:
 - 1. Against recipients of service on the basis of race, color, religion, national origin, sex, disability or age.

2. Against any employee or applicant, for employment on the basis of race, color, religion, national origin, sex or otherwise qualified disability status.
3. Against any applicant for employment or employee on the basis of age, where such applicant or employee is between ages 40 and 70 and where such Contractor employs at least 20 persons.
4. Against any applicant for employment or employee on the basis of that person's status as a disabled or Vietnam-era veteran.

The Contractor and his/her Subcontractors will take affirmative action to insure applicants for employment and employees are treated equally without regard to race, color, religion, national origin, sex, disability, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion and transfer; recruitment or recruitment advertising; and selection for training, including apprenticeship. The Contractor and his/her Subcontractors will give written notice of their commitments under this clause to any labor union with which they have bargaining or other agreements.

- B. The Contractor and his/her subcontractors shall develop, implement, maintain and submit in writing to the Owner an affirmative action program if at least fifty (50) persons in the aggregate are employed under this contract. If less than fifty (50) persons in the aggregate are to be employed under this contract, the Contractor shall submit, in lieu of the written affirmative action program, a properly executed Affidavit for Affirmative Action in the form included in the contract specifications. For the purpose of this section, an "affirmative action program" means positive action to influence all employment practices (including, but not limited to, recruiting, hiring, promoting and training) in providing equal employment opportunity regardless of race, color, sex, national origin, religion, age (where the person affected is between age 40 and 70), disabled and Vietnam-era veteran status, and disability. Such "affirmative action program" shall include:

1. A written policy statement committing the total organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
2. The identification of a person designated to handle affirmative action;
3. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to lay-off, recall, discharge, demotion and discipline;
4. The exclusion of discrimination from all collective bargaining agreements; and
5. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

In the enforcement of this non-discrimination clause, the Owner may use any reasonable procedures available, including, but not limited to: requests, reports, site visits and inspection of relevant documents of contractors and subcontractors.

- C. In the event of the Contractor's or his/her subcontractor's noncompliance with any provisions of this Article of the Contract, the Owner may cancel this contract in whole or in part or require the Contractor to terminate his/her contract with the subcontractor.

ARTICLE 1.5 - ANTI-KICKBACK

- A. No employee of the division, shall have or acquire any pecuniary interest, whether direct or indirect, in this contract or in any part hereof. No officer, employee, designer, attorney, or administrator of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall have or acquire any pecuniary interest, whether direct or indirect, in this contract, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

ARTICLE 1.6 - PATENTS AND ROYALTIES

- A. The Contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liabilities of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of this contract, including its use by the Owner, unless otherwise specifically stipulated in the contract documents.
- B. If the Contractor uses any design, device or materials covered by letters, patent or copyright, the Contractor shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. It is mutually agreed and understood, without exception, that the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his/her sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this contract and shall indemnify the Owner for any cost, expense or damage it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

ARTICLE 1.7 - PREFERENCE FOR AMERICAN AND MISSOURI PRODUCTS AND SERVICES

- A. By virtue of statutory authority a preference will be given to Missouri labor and to products of mines, forests and quarries of the state of Missouri when they are found in marketable quantities in the state, and all such materials shall be of the best quality and suitable character that can be obtained at reasonable market prices, all as provided for in Section 8.280, Missouri Revised Statutes 2000 and Cumulative Supplements.
- B. Furthermore, pursuant to Section 34.076 Missouri Revised Statutes 2000 and Cumulative Supplements, a preference shall be given to those persons doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less. In addition, in order for a non-domiciliary bidder to be successful, his/her bid must be that same percentage lower than a domiciliary Missouri bidder's bid, as would be required for a Missouri bidder to successfully bid in the non-domiciliary's state.
- C. In accordance with the Missouri Domestic Products Procurement Act Section 34.350 RsMO 2000 and Cumulative Supplements any manufactured goods or commodities used or supplied in the performance of this contract or any subcontract thereto shall be manufactured, assembled or produced in the United States, unless the specified products are not manufactured, assembled or produced in the United States in sufficient quantities to meet the agency's requirements or cannot be manufactured, assembled or produced in the United States within the necessary time in sufficient quantities to meet the contract requirements, or if obtaining the specified products manufactured, assembled or produced in the United States would increase the cost of this contract for purchase of the product by more than ten percent.

ARTICLE 1.8 - COMMUNICATIONS

- A. All notices, requests, instructions, approvals and claims must be in writing and shall be delivered to the Designer and copied to the Construction Representative for the project except as required by Article 1.12 Disputes and Disagreements, or as otherwise specified by the Owner in writing as stated in Section 01250. Any such notice shall be deemed to have been given as of the time of actual receipt.
- B. The Contractor shall attend on-site progress and coordination meetings, as scheduled by the Construction Representative, no less than once a month.
- C. The Contractor shall ensure that major subcontractors and suppliers shall attend monthly progress meetings as necessary to coordinate the work, and as specifically requested by the Construction Representative.

ARTICLE 1.9 - SEPARATE CONTRACTS AND COOPERATION

- A. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his/her work with theirs.
- B. The Contractor shall consult the drawings for all other contractors in connection with this work. Any work conflicting with the above shall be brought to the attention of the Owner's Representative before the work is performed. If the Contractor fails to do this, and constructs any work which interferes with the work of another contractor, the Contractor shall remove any part so conflicting and rebuild same, as directed by the Owner's Representative at no additional cost to the Owner.
- C. Each contractor shall be required to coordinate his/her work with other contractors so as to afford others reasonable opportunity for execution of their work. No contractor shall delay any other contractor by neglecting to perform contract work at the proper time. If any contractor causes delay to another, they shall be liable directly to that contractor for such delay in addition to any liquidated damages which might be due the Owner.
- D. Should the Contractor or project associated subcontractors refuse to cooperate with the instructions and reasonable requests of other Contractors or other subcontractors in the overall coordinating of the work, the Owner may take such appropriate action and issue directions, as required, to avoid unnecessary and unwarranted delays.
- E. Each Contractor shall be responsible for damage done to Owner's or other Contractor's property by him/her or workers in his/her employ through their fault or negligence.
- F. Should a Contractor sustain any damage through any act or omission of any other Contractor having a contract with the Owner, the Contractor so damaged shall have no claim or cause of action against the Owner for such damage, but shall have a claim or cause of action against the other Contractor to recover any and all damages sustained by reason of the acts or omissions of such Contractor. The phrase "acts or omissions" as used in this section shall be defined to include, but not be limited to, any unreasonable delay on the part of any such contractors.

ARTICLE 1.10 - ASSIGNMENT OF CONTRACT

- A. No assignment by Contractor of any amount or any part of this contract or of the funds to be received there under will be recognized unless such assignment has had the written approval of the Director or his designee and the surety has been given due notice of such assignment and has furnished written consent thereto. In addition to the usual recitals in assignment contracts, the

following language must be set forth: "It is agreed that the funds to be paid to the assignee under this assignment are subject to performance by the Contractor of this contract and to claims or liens for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials."

ARTICLE 1.11 - INDEMNIFICATION

- A. Contractor agrees to indemnify and save harmless Owner and its respective commissioners, officers, officials, agents, consultants and employees and Designer, their agents, servants and employees, from and against any and all liability for damage arising from injuries to persons or damage to property occasioned by any acts or omissions of Contractor, any subcontractors, agents, servants or employees, including any and all expense, legal or otherwise, which may be incurred by Owner or Designer, its agents, servants or employees, in defense of any claim, action or suit.
- B. The obligations of the Contractor under this paragraph shall not extend to the liability of the Designer, his/her agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, contract changes, design or specifications, or (2) giving of or the failure to give directions or instructions by the Designer, his/her agents or employees as required by this contract documents provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 1.12 - DISPUTES AND DISAGREEMENTS

- A. It is hereby expressly agreed and understood that in case any controversy or difference of opinion arises during construction, best efforts will be given to resolution at the field level. Should those efforts be unsuccessful, the Contractor has the right to appeal in writing, the decision of the Director's designee representative to the Director at Room 730 Truman Building, P.O. Box 809, Jefferson City, Missouri 65102. The decision of the Director shall be final and binding on all parties.

ARTICLE 2 -- OWNER/DESIGNER RESPONSIBILITIES

- A. The Owner shall give all orders and directions contemplated under this contract relative to the execution of the work. During progress of work the Owner will be represented at the project site by the Construction Representative and/or Designer, whose responsibilities are to see that this contract is properly fulfilled.
- B. The Owner shall at all times have access to the work whenever it is in preparation or progress. The Contractors shall provide proper facilities for such access and for inspection and supervision.
- C. All materials and workmanship used in the work shall be subject to the inspection of the Designer and Construction Representative, and any work which is deemed defective shall be removed, rebuilt or made good immediately upon notice. The cost of such correction shall be borne by the Contractor. Contractor shall not be entitled to an extension of the contract completion date in order to remedy defective work. All rejected materials shall be immediately removed from the site of the work.
- D. If the Contractor fails to proceed at once with the correction of rejected defective materials or workmanship, the Owner may, by separate contract or otherwise, have the defects remedied or rejected. Materials removed from the site and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.
- E. Failure or neglect on the part of Owner to observe faulty work, or work done which is not in accordance with the drawings and specifications shall not relieve the Contractor from responsibility for correcting such work without additional compensation.
- F. The Owner shall have the right to direct the Contractor to uncover any completed work.
 - 1. If the Contractor fails to adequately notify the Construction Representative and/or Designer of an inspection as required by the Contract Documents, the Contractor shall, upon written request, uncover the work. The Contractor shall bear all costs associated with uncovering and again covering the work exposed.
 - 2. If the Contractor is directed to uncover work, which was not otherwise required by the Contract Documents to be inspected, and the work is found to be defective in any respect, no compensation shall be allowed for this work. If, however, such work is found to meet the requirements of this contract, the actual cost of labor and material necessarily involved in the examination and replacement plus 10% shall be allowed the Contractor.
- G. The Designer shall give all orders and directions contemplated under this contract relative to the scope of the work and shall give the initial interpretation of the contract documents.
- H. The Owner may file a written notice to the Contractor to dismiss immediately any subcontractors, project managers, superintendents, foremen, workers, watchmen or other employees whom the Owner may deem incompetent, careless or a hindrance to proper or timely execution of the work. The Contractor shall comply with such notice as promptly as practicable without detriment to the work or its progress.

- I. If in the Owner's judgment it becomes necessary at any time to accelerate work, when ordered by the Owner in writing, the Contractor shall redirect resources to such work items and execute such portions of the work as may be required to complete the work within the current approved contract schedule.

ARTICLE 3 -- CONTRACTOR RESPONSIBILITIES

ARTICLE 3.1 -- ACCEPTABLE SUBSTITUTIONS

- A. The Contractor may request use of any article, device, product, material, fixture, form or type of construction which in the judgment of the Owner and Designer is equal in all respects to that named. Standard products of manufacturers other than those specified will be accepted when, prior to the ordering or use thereof, it is proven to the satisfaction of the Owner and Designer that they are equal in design, strength, durability, usefulness and convenience for the purpose intended.
- B. Any changes required in the details and dimensions indicated on the drawings for the substitution of products other than those specified shall be properly made at the expense of the Contractor requesting the substitution or change.
- C. The Contractor shall submit a request for such substitutions in writing to the Owner and Designer within twenty (20) working days after the date of the "Notice to Proceed." Thereafter no consideration will be given to alternate forms of accomplishing the work. This Article does not preclude the Owner from exercising the provisions of Article 4 hereof.
- D. Any request for substitution by the Contractor shall be submitted in accordance with SECTION 00200 - INSTRUCTIONS TO BIDDERS.
- E. When a material has been approved, no change in brand or make will be permitted unless:
1. Written verification is received from the manufacturer stating they cannot make delivery on the date previously agreed, or
 2. Material delivered fails to comply with contract requirements.

ARTICLE 3.2 -- SUBMITTALS

- A. The Contractor's submittals must be submitted with such promptness as to allow for review and approval so as not to cause delay in the work. The Contractor shall coordinate preparation and processing of submittals with performance of construction activities.
- Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
- Submit four (4) copies to the Designer and additional copies as required for the subcontractors and material suppliers. Also provide copies to meet the requirements for maintenance manuals.
- B. All subcontractors' shop drawings and schedules shall be submitted by the Contractor and shall bear evidence that Contractor has received, reviewed, and approved them. Any shop drawings and schedules submitted without this evidence will be returned to the Contractor for resubmission.
- C. The Contractor shall include with the shop drawing, a letter indicating any and all deviations from the drawings and/or specifications. Failure to notify the Designer of such deviations will be grounds for subsequent rejection of the related work or materials. If, in the opinion of the Designer, the deviations are not acceptable, the Contractor will be required to furnish the item as specified and indicated on the drawings.
- D. The Designer shall check shop drawings and schedules with reasonable promptness and approve them only if they conform to the design concept of the project and comply with the information given in the contract documents. The approval shall not relieve the Contractor from the responsibility to comply with the drawings and specifications, unless the Contractor has called the Designer's attention to the deviation, in writing, at the time of submission and the Designer has knowingly approved thereof. An approval of any such modification will be given only under the following conditions:
1. It is in the best interest of the Owner
 2. It does not increase the contract sum and/or completion time
 3. It does not deviate from the design intent
 4. It is without prejudice to any and all rights under the surety bond.
- E. No extension of time will be granted because of the Contractor's failure to submit shop drawings and schedules in ample time to allow for review, possible resubmission, and approval. Fabrication of work shall not commence until the Contractor has received approval. The Contractor shall furnish prints of approved shop drawings and schedules to all subcontractors whose work is in any way related to the work under this contract. Only prints bearing this approval will be allowed on the site of construction

- F. The Contractor shall maintain a complete file on-site of approved shop drawings available for use by the Construction Representative.

ARTICLE 3.3 – AS-BUILT DRAWINGS

- A. The Contractor shall update a complete set of the construction drawings, shop drawings and schedules of all work monthly by marking changes, and at the completion of their work (prior to submission of request for final payment) note all changes and turn the set over to the Construction Representative. The updates shall show all addenda, all field changes that were made to adapt to field conditions, changes resulting from contract changes or supplemental instructions, and all locations of structures, buried installations of piping, conduit, and utility services. All buried and concealed items both inside and outside shall be accurately located as to depth and referenced to permanent features such as interior or exterior wall faces and dimensions shall be given in a neat and legible manner in a contrasting colored pencil or ink. If approved by the Designer, an electronic file format may be provided.

ARTICLE 3.4 – GUARANTY AND WARRANTIES

A. General Guaranty

1. Neither the final certificate of payment nor any provision in the contract documents nor partial use or occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with contract requirements.
2. The Contractor or surety shall remedy any defects in the work and pay for any damage to property resulting there from which shall appear within a period of one (1) year from the date of substantial completion unless a longer period is otherwise specified or a differing guaranty period has been established in the substantial completion certificate. The Owner will give notice of observed defects with reasonable promptness.
3. In case of default on the part of the Contractor in fulfilling this part of this contract, the Owner may correct the work or repair the damage and the cost and expense incurred in such event shall be paid by or recoverable from the Contractor or surety.
4. The work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's guaranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

B. Extended Warranty

Manufacturer's certificates of warranty shall be obtained for all major equipment. Warranty shall be obtained for at least one year. Where a longer period is offered at no additional cost or called for in the specific equipment specifications, the longer period shall govern.

ARTICLE 3.5 – OPERATION AND MAINTENANCE MANUALS

- A. Immediately after equipment submittals are approved and no later than ten (10) working days prior to the substantial completion inspection, the Contractor shall provide to the Designer three (3) copies of operating instructions and service manuals, containing the following:
1. Start-up and Shut-down Procedures: Provide a step-by-step write up of all major equipment. When manufacturer's printed start-up, trouble shooting and shut-down procedures are available; they may be incorporated into the operating manual for reference.
 2. Operating Instructions: Written operating instructions shall be included for the efficient and safe operation of all equipment.
 3. Equipment List: List of all major equipment as installed shall be prepared to include model number, capacities, flow rate, name plate data, shop drawings and air and water balance reports.
 4. Service Instructions: Provide the following information for all pieces of equipment.
 - a. Recommended spare parts including catalog number and name of local supplier or factory representative.
 - b. Belt sizes, types, and lengths.
 - c. Wiring diagrams.
 5. Manufacturer's Certificate of Warranty as described in Article 3.4.
 6. Prior to the final payment, furnish to the Designer three (3) copies of parts catalogs for each piece of equipment furnished by him/her on the project with the components identified by number for replacement ordering.

B. Submission of operating instructions shall be done in the following manner.

1. Manuals shall be in triplicate, and all materials shall be bound into volumes of standard 8½" x 11" hard binders. Large drawings too bulky to be folded into 8½" x 11" shall be separately bound or folded and in envelopes, cross referenced and indexed with the manuals.
2. The manuals shall identify project name, project number, and include the name and address of the Contractor, subcontractors and manufacturers who were involved with the activity described in that particular manual.
3. Internally subdivide the binder contents with permanent page dividers, logically organized with tab titles clearly printed under reinforced laminated plastic tabs.
4. Contents: Prepare a Table of Contents for each volume, with each product or system description identified.

ARTICLE 3.6 – OTHER CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall keep on site, during progress of the work, a competent superintendent satisfactory to the Construction Representative. The superintendent shall represent the Contractor and all agreements made by the superintendent shall be binding. The superintendent shall carefully study and compare all drawings, specifications and other instructions and shall promptly notify the Construction Representative and Designer, in writing, any error, inconsistency or omission which may be discovered. The superintendent shall coordinate all work on the project. Any change of the superintendent shall be approved by the Construction Representative.
- B. Contractor shall, at all times, enforce strict discipline and good order among his/her employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her.
- C. The Contractor shall supply sufficient labor, material, plant and equipment and pay when due any laborer, subcontractor or supplier for supplies furnished and otherwise prosecute the work with diligence to prevent work stoppage and insure completion thereof within the time specified.
- D. The Contractor and each of his/her subcontractors shall submit to the Construction Representative, through the Designer such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.
- E. The Contractor, subcontractors, and material suppliers shall upon written request, give the Owner access to all time cards, material invoices, payrolls, estimates, profit and loss statements, and all other direct or indirect costs related to this work.
- F. The Contractor shall be responsible for laying out all contract work such as layout of architectural, structural, mechanical and electrical work, which shall be coordinated with layouts of subcontractors for general construction work. The Contractor is also responsible for unloading, uncrating and handling of all materials and equipment to be erected or placed by him/her, whether furnished by Contractor or others. No extra charges or compensation will be allowed as a result of failure to verify dimensions before ordering materials or fabricating items.
- G. The Contractor must notify the Construction Representative at least one working day before placing concrete or burying underground utilities, pipelines, etc.
- H. Contractors shall prearrange time with the Construction Representative for the interruption of any facility operation. Unless otherwise specified in these documents, all connections, alterations or relocations as well as all other portions of the work will be performed during normal working hours.
- I. The Contractor shall coordinate all work so there will not be prolonged interruptions of existing equipment operation. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections necessary for the project, which affect portions of this construction or building or any other building must be scheduled with the Construction Representative to minimize or avoid any disruption of facility operations. In no case, unless previously approved in writing by the Construction Representative, shall utilities be left disconnected at the end of a work day or over a weekend. Any interruption of utilities either intentionally or accidentally shall not relieve the Contractor responsible for the interruption from the responsibility to repair and restore the utility to normal service. Repairs and restoration shall be made before the workers responsible for the repair and restoration leave the job.
- J. Contractors shall limit operations and storage of materials to the area within the project, except as necessary to connect to existing utilities, and shall not encroach on neighboring property. The Contractor shall be responsible for repair of their damage to property on or off the project site occurring during construction of project. All such repairs shall be made to the satisfaction of the property owner.
- K. Unless otherwise permitted, all materials shall be new and both workmanship and materials shall be of the best quality.

- L. Unless otherwise provided and stipulated within these specifications, the Contractor shall furnish, construct, and/or install and pay for materials, devices, mechanisms, equipment, all necessary personnel, utilities including, but not limited to water, heat, light and electric power, transportation services, applicable taxes of every nature, and all other facilities necessary for the proper execution and completion of the work.
- M. Contractor shall carefully examine the plans and drawings and shall be responsible for the proper fitting of his/her material, equipment and apparatus into the building.
- N. The Contractor or subcontractors shall not overload, or permit others to overload, any part of any structure during the performance of this contract.
- O. All temporary shoring, bracing, etc., required for the removal of existing work and/or for the installation of new work shall be included in this contract. The Contractor shall make good, at no cost to the Owner, any damage caused by improper support or failure of shoring in any respect. Each Contractor shall be responsible for shoring required to protect his/her work or adjacent property and improvements of Owner and shall be responsible for shoring or for giving written notice to adjacent property owners. Shoring shall be removed only after completion of permanent supports.
- P. The Contractor shall provide at the proper time such material as is required for support of the work. If openings are required, whether shown on drawings or not, the Contractor shall see that they are properly constructed.
- Q. During the performance of work the Contractor shall be responsible for providing and maintaining warning signs, lights, signal devices, barricades, guard rails, fences and other devices appropriately located on site which will give proper and understandable warning to all persons of danger of entry onto land, structure or equipment.
- R. The Contractor shall be responsible for protection, including weather protection, and proper maintenance of all equipment and materials.
- S. The Contractor shall be responsible for care of the finished work and shall protect same from damage or defacement until substantial completion by the Owner. If the work is damaged by any cause, the Contractor shall immediately begin to make repairs in accordance with the drawings and specifications. Contractor shall be liable for all damage or loss unless attributable to the acts or omissions of the Owner or Designer. Any claim for reimbursement shall be submitted in accordance with Article 4. After substantial completion the Contractor will only be responsible for damage resulting from acts or omissions of the Contractor or subcontractors through final warranty.
- T. In the event the Contractor encounters an unforeseen hazardous material, the Contractor shall immediately stop work in the area affected and report the condition to the Owner and Designer in writing. The Contractor shall not be required, pursuant to Article 4, to perform, any work relating to hazardous materials.
- U. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 4.
- V. Before commencing work, Contractors shall confer with the Construction Representative and facility representative and review any facility rules and regulations which may affect the conduct of the work.
- W. Project signs will only be erected on major projects and only as described in the specifications. If no sign is specified, none shall be erected.

ARTICLE 3.7 -- SUBCONTRACTS

- A. Subcontractor assignments as identified in the bid form shall not be changed without written approval of the Owner. The Owner will not approve changes of a listed subcontractor unless the Contractor documents, to the satisfaction of the Owner that the subcontractor cannot or will not perform the work as specified.
- B. The Contractor is fully responsible to the Owner for the acts and omissions of all subcontractors and of persons either directly or indirectly employed by them.
- C. Every subcontractor shall be bound by the applicable terms and provisions of these contract documents, but no contractual relationship shall exist between any subcontractor and the Owner unless the right of the Contractor to proceed with the work is suspended or this contract is terminated as herein provided, and the Owner in writing elects to assume the subcontract.
- D. The Contractor shall upon receipt of "Notice to Proceed" and prior to submission of the first payment request, notify the Designer and Construction Representative in writing of the names of any subcontractors to be used in addition to those identified in the bid form and all major material suppliers proposed for all parts of the work.

ARTICLE 4 -- CHANGES IN THE WORK

4.1 CHANGES IN THE WORK

- A. Not Used.
- B. Each Contract Change shall include all costs required to perform the work including all labor, material, equipment, overheads and profit, delay, disruptions, or other miscellaneous expenses. No subsequent requests for additional compensation including claims for delay, disruption, or reduced efficiency as a result of each change will be considered. Values from the Schedule of Values will not be binding as a basis for additions to or deductions from the contract price.
- C. The amount of any adjustment in this contract price for authorized changes shall be agreed upon before such changes become effective and shall be determined, through submission of a request for proposal, Contractor's Job Order proposal based on the current Unit Price Book and the Owner's authorization to proceed with the change in work:
- D. Not Used.
- E. No claim for an addition to the Job Order sum shall be valid unless authorized as aforesaid in writing by the Owner.
- F. If the Contractor claims that any instructions involve extra cost under this contract, the Contractor shall give the Owner's Representative written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made and authorized by the Owner, in writing.
- G. In an emergency affecting the safety of life or of the structure or of adjoining property, the Contractor, without special instruction or authorization from the Construction Representative, is hereby permitted to act at their discretion to prevent such threatened loss or injury. The Contractor shall submit a claim for compensation for such emergency work in writing to the Owner's Representative.

ARTICLE 4.2 – CHANGES IN COMPLETION TIME

- A. Extension of the number of work days stipulated in the Contract for completion of the work with compensation may be made when:
 - 1. The contractor documents that proposed Changes in the work, as provided in Article 4.1, extends construction activities critical to contract completion date, OR
 - 2. The Owner suspends all work for convenience of the Owner as provided in Article 7.3, OR
 - 3. An Owner caused delay extends construction activities critical to contract completion (except as provided elsewhere in these General Conditions). The Contractor is to review the work activities yet to begin and evaluate the possibility of rescheduling the work to minimize the overall project delay.
- B. Extension of the number of work days stipulated in the Contract for completion of the work without compensation may be made when:
 - 1. Weather-related delays occur, subject to provisions for the inclusion of a specified number of "bad weather" days when provided for in Section 01020-Allowances, OR
 - 2. Labor strikes or acts of God occur, OR
 - 3. The work of the Contractor is delayed on account of conditions which were beyond the control of the Contractor, subcontractors or suppliers, and were not the result of their fault or negligence.
- C. No time extension or compensation will be provided for delays caused by or within the control of the Contractor, subcontractors or suppliers and for concurrent delays caused by the Owner.
- D. The Contractor shall notify the Owner promptly of any occurrence or conditions which in the Contractor's opinion results in a need for an extension of time. The notice shall be in writing and shall include all necessary supporting materials with details of any resultant costs and be submitted in time to permit full investigation and evaluation of the Contractor's claim. The Owner shall promptly acknowledge the Contractor's notice and, after recommendation from the Owner's Representative and/or Designer, shall provide a decision to the Contractor. Failure on the part of the Contractor to provide such notice and to detail the costs shall constitute a waiver by the Contractor of any claim. Requests for extensions of time shall be for working days only.

5. CONSTRUCTION AND COMPLETION

ARTICLE 5.1 -- Not Used

ARTICLE 5.2 -- PROJECT CONSTRUCTION

- A. Each Contractor shall submit for the Owner's approval, in reproducible form, a progress schedule showing the rate of progress and the order of the work proposed to carry on various phases of the project. The schedule shall be in conformance with the requirements outlined in Section 01320-Construction Progress Documentation.
- B. Contractor shall employ and supply a sufficient force of workers, material, and equipment and shall pay when due, any worker, subcontractor or supplier and otherwise prosecute the work with such diligence so as to maintain the rate of progress indicated on the progress schedule, prevent work stoppage, and insure completion of the project within the time specified.

ARTICLE 5.3 -- PROJECT COMPLETION

- A. **Substantial Completion.** A Project is substantially complete when construction is essentially complete and work items remaining to be completed can be done without interfering with the Owner's ability to use the Project for its intended purpose.
 - 1. Once the Contractor has reached what they believe is Substantial Completion, the Contractor shall notify the Designer and the Construction Representative of the following:
 - a. That work is essentially complete with the exception of certain listed work items. The list shall be referred to as the "Contractor's Punch."
 - b. That all Operation and Maintenance Manuals have been assembled and submitted in accordance with Article 3.5A.
 - c. That the Work is ready for inspection by the Designer and Construction Representative. The Owner shall be entitled to a minimum of ten working days notice before the inspection shall be performed.
 - 2. If the work is acceptable, the Owner shall issue a Certificate of Substantial Completion, which shall set forth the responsibilities of the Owner and the Contractor for utilities, security, maintenance, damage to the work and risk of loss. The Certificate shall also identify those remaining items of work to be performed by the Contractor. All such work items shall be complete within 30 working days of the date of the Certificate, unless the Certificate specifies a different time. If the Contractor shall be required to perform tests that must be delayed due to climatic conditions, it is understood that such tests and affected equipment will be identified on the Certificate and shall be accomplished by the Contractor at the earliest possible date. Performance of the tests may not be required before Substantial Completion can be issued. The date of the issuance of the Certificate of Substantial Completion shall determine whether or not the work was completed within the contract time and whether or not Liquidated Damages are due.
 - 3. If the work is not acceptable, and the Owner does not issue a Certificate of Substantial Completion, the Owner shall be entitled to charge the Contractor with the Designer's and Owner's costs of re-inspection, including time and travel.
- B. **Partial Occupancy.** Contractor agrees that the Owner shall be permitted to occupy and use any completed or partially completed portions of the Project, when such occupancy and use is in the Owner's best interest. Owner shall notify Contractor of its desire and intention to take Partial Occupancy as soon as possible but at least ten (10) working days before the Owner intends to occupy. If the Contractor believes that the portion of the work the Owner intends to occupy is not ready for occupancy, the Contractor shall notify the Owner immediately. The Designer shall inspect the work in accordance with the procedures above. If the Contractor claims increased cost of the project or delay in completion as a result of the occupancy, he shall notify the Owner immediately but in all cases before occupancy occurs.
- C. **Final Completion.** The Project is finally complete when the Certificate of Substantial Completion has been issued and all work items identified therein as incomplete have been completed, and when all administrative items required by the contract have been completed. Final Completion entitles the Contract to payment of the outstanding balance of the contract amount including all change orders and retainage. Within five (5) working days of the date of the Certificate of Substantial Completion, the Contractor shall identify the cost to complete any outstanding items of work. The Designer shall review the Contractor's estimate and either approve it or provide an independent estimate for all such items. If the Contractor fails to complete the remaining items within the time specified in the Certificate, the Owner may terminate the contract and go to the surety for project completion in accordance with Article 7.2 or release the contract balance to the Contractor less 200% of the approved estimate to complete the outstanding items. Upon completion of the outstanding items, when a final cost has been established, any monies remaining shall be paid to the Contractor. Failure to complete items of work does not relieve the Contractor from the obligation to complete the administrative requirements of the contract, such as the provisions of Article 3.4. **FAILURE TO COMPLETE ALL ITEMS OF WORK UNDER THE CONTRACT SHALL BE CONSIDERED A DEFAULT AND BE GROUNDS FOR CONTRACT TERMINATION AND DEBARMENT.**
- D. **Liquidated Damages.** Contractor agrees that the Owner may deduct from the contract price and retain as liquidated damages, and not as penalty or forfeiture, the sum stipulated in this contract for each work day after the Contract Completion Day on which work is not Substantially Complete. Assessment of Liquidated Damages shall not relieve the Contractor or the surety of any responsibility or obligation under the Contract. In addition, the Owner may, without prejudice to any other rights, claims, or

remedies the Owner may have including the right to Liquidated Damages, charge the Contractor for all additional expenses incurred by the Owner and/or Designer as the result of the extended contract period through Final Completion. Additional Expenses shall include but not be limited to the costs of additional inspections.

- E. Early Completion. The Contractor has the right to finish the work before the contract completion date; however, the Owner assumes no liability for any hindrances to the Contractor unless Owner caused delays result in a time extension to the contract completion date. The Contractor shall not be entitled to any claims for lost efficiencies or for delay if a Certificate of Substantial Completion is given on or before the Contract Completion Date.

ARTICLE 5.4 -- PAYMENT TO CONTRACTOR

- A. Payments on account of this contract will be made monthly in proportion to the work which has been completed. Request for payment must be submitted on the Owner's forms. No other pay request will be processed. Supporting breakdowns must be in the same format as Owner's forms and must provide the same level of detail. The Designer will, within 5 working days from receipt of the contractor's request for payment either issue a Certificate for Payment to the Owner, for such amount as the Designer determines is properly due, or notify the Contractor in writing of reasons for withholding a Certificate. The Owner shall make payment within 30 calendar days after the "Application and Certification for Payment" has been received and certified by the Designer. The following items are to be attached to the contractor's pay request:
1. Updated construction schedule
 2. Certified payrolls consisting of name, occupation and craft, number of hours worked and actual wages paid for each individual employee, of the Contractor and all subcontractors working on the project
- B. The Owner shall retain 5 percent of the amount of each such payment application, except as allowed by Article 5.4, until final completion and acceptance of all work covered by this contract.
- C. Each payment made to Contractor shall be on account of the total amount payable to Contractor and all material and work covered by paid partial payment shall thereupon become the sole property of Owner. This provision shall not be construed as relieving Contractor from sole responsibility for care and protection of materials and work upon which payments have been made or restoration of any damaged work or as a waiver of the right of Owner to require fulfillment of all terms of this contract.
- D. Materials delivered to the work site and not incorporated in the work will be allowed in the Application and Certification for Payment on the basis of one hundred (100%) percent of value, subject to the 5% retainage providing that they are suitably stored on the site or in an approved warehouse in accordance with the following requirements:
1. Material has previously been approved through submittal and acceptance of shop drawings conforming to requirements of Article 3.2 of General Conditions.
 2. Delivery is made in accordance with the time frame on the approved schedule.
 3. Materials, equipment, etc., are properly stored and protected from damage and deterioration and remain so - if not, previously approved amounts will be deleted from subsequent pay applications.
 4. The payment request is accompanied by a breakdown identifying the material equipment, etc. in sufficient detail to establish quantity and value.
- E. The Contractor shall be allowed to include in the Application and Certification for Payment, one hundred (100%) of the value, subject to retainage, of major equipment and material stored off the site if all of the following conditions are met:
1. The request for consideration of payment for materials stored off site is made at least 15 working days prior to submittal of the Application for Payment including such material. Only materials inspected will be considered for inclusion on Application for Payment requests.
 2. Materials stored in one location off site are valued in excess of \$25,000.
 3. That a Certificate of Insurance is provided indicating adequate protection from loss, theft conversion or damage for materials stored off site. This Certificate shall show the State of Missouri as an additional insured for this loss.
 4. The materials are stored in a facility approved and inspected, by the Construction Representative.
 5. Contractor shall be responsible for, Owner costs to inspect out of state facilities, and any delays in the completion of the work caused by damage to the material or for any other failure of the Contractor to have access to this material for the execution of the work.
- F. The Owner shall determine the amount, quality and acceptability of the work and materials which are to be paid for under this contract. In the event any questions shall arise between the parties, relative to this contract or specifications, determination or decision of the Owner or the Construction Representative and the Designer shall be a condition precedent to the right of the

Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

- G. **Payments Withheld:** The Owner may withhold or nullify in whole or part any certificate to such extent as may be necessary to protect the Owner from loss on account of:
1. Defective work not remedied. When a notice of noncompliance is issued on an item or items, corrective action shall be undertaken immediately. Until corrective action is completed, no monies will be paid and no additional time will be allowed for the item or items. The cost of corrective action(s) shall be borne by the Contractor.
 2. A reasonable doubt that this contract can be completed for the unpaid balance.
 3. Failure of the Contractor to update as-built drawings monthly for review by the Construction Representative.
 4. Failure of the Contractor to update the construction schedule.

When the Construction Representative is satisfied the Contractor has remedied above deficiencies, payment shall be released.

- H. **Final Payment:** Upon receipt of written notice from the Contractor to the Designer and Project Representative that the work is ready for final inspection and acceptance, the Designer and Project Representative, with the Contractor, shall promptly make such inspection. If the work is acceptable and the contract fully performed, the Construction Representative shall complete a final acceptance report and the Contractor will be directed to submit a final Application and Certification for Payment. If the Owner approves the same, the entire balance shall be due and payable, with the exception of deductions as provided for under Article 5.4.
1. Where the specifications provide for the performance by the Contractor of certain tests for the purpose of balancing and checking the air conditioning and heating equipment and the Contractor shall have furnished and installed all such equipment in accordance with the specifications, but said test cannot then be made because of climatic conditions, such test shall may be considered as required under the provisions of the specifications, Section 01300 , and this contract may be substantial Full payment will not be made until the tests have been made and the equipment and system is finally accepted. If the tests are not completed when scheduled, the Owner may deduct 200% of the value of the tests from the final payment.
 2. The final payment shall not become due until the Contractor delivers to the Construction Representative:
 - a) A complete file of releases, on the standard form included in the contract documents as "Final Receipt of Payment and Release Form", from subcontractors and material suppliers evidencing payment in full for services, equipment and materials, as the case may require, if the Owner approves, or a consent from the Surety to final payment accepting liability for any unpaid amounts.
 - b) An Affidavit of Compliance with Prevailing Wage Law, in the form as included in this contract specifications, properly executed by each subcontractor, and the Contractor
 - c) Certified copies of all payrolls
 - d) As-built drawings
 3. If any claim remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a claim including all costs and a reasonable attorney's fee.
 4. Missouri statute requires prompt payment from the Owner to the Contractor within thirty calendar days and from the Contractor to his/her subcontractors within fifteen calendar days. Failure to make payments within the required time frame entitles the receiving party to charge interest at the rate of one and one half percent per month calculated from the expiration of the statutory time period until paid.
 5. The value of all unused unit price allowances and/or 200% of the value of the outstanding work items, and/or liquidated damages may be deducted from the final pay request without executing a Contract Change. Any unit price items which exceed the number of units in the contract may be added by Contract Change.

ARTICLE 6 -- INSURANCE AND BONDS

ARTICLE 6.1 -- BOND

- A. Contractor shall furnish a performance/payment bond in an amount equal to 100% of each job order in excess of \$25,000.00, to guarantee faithful performance of the contract and 100% of the contract price to guarantee the payment of all persons performing

labor on the project and furnishing materials in connection therewith under this contract as set forth in the standard form of performance and payment bond included in the contract documents. The surety on such bond shall be issued by a surety company authorized by the Missouri Department of Insurance to do business in the state of Missouri.

- B. All Performance/Payment Bonds furnished in response to this provision shall be provided by a bonding company with a rating of B+ or higher as established by A.M. Best Company, Inc. in their most recent publication.

ARTICLE 6.2 – INSURANCE

Builders Risk or Installation Floater Insurance will not be required on job orders in the amount of \$100,000 or less.

- A. The successful Contractor shall procure and maintain for the duration of the contract issued a policy or policies of insurance for the protection of both the Contractor and the Owner and their respective officers, officials, agents, consultants and employees. The Owner requires certification of insurance coverage from the Contractor prior to commencing work.

B. Minimum Scope and Extent of Coverage

1. General Liability

Commercial General Liability, ISO coverage form number or equivalent CG 00 01 ("occurrence" basis), or I-SO coverage form number CG 00 02, or ISO equivalent.

If ISO equivalent or manuscript general liability coverage forms are used, minimum coverage will be as follows: Premises/Operations; Independent Contractors; Products/Completed Operations; personal Injury; Broad Form Property Damage including Completed Operations; Broad Form Contractual Liability Coverage to include Contractor's obligations under Article 1.11 Indemnification and any other Special Hazards required by the work of the contract.

2. Automobile Liability

Business Automobile Liability Insurance, ISO Coverage form number or equivalent CA 00 01 covering automobile liability, code 1 "ANY AUTO".

3. Workers' Compensation and Employer's Liability

Statutory Workers' Compensation Insurance for Missouri and standard Employer's Liability Insurance, or the authorization to self-insure for such liability from the Missouri Division of Workers' Compensation.

4. Builder's Risk or Installation Floater Insurance

Insurance upon the work and all materials, equipment, supplies, temporary structures and similar items which may be incident to the performance of the work and located at or adjacent to the site, against loss or damage from fire and such other casualties as are included in extended coverage in broad "All Risk" form, including coverage for Flood and Earthquake, in an amount not less than the replacement cost of the work or this contract price, whichever is greater, with loss payable to Contractor and Owner as their respective interests may appear.

Contractor shall maintain sufficient insurance to cover the full value of the work and materials as the work progresses, and shall furnish Owner copies of all endorsements. If Builder's Risk Reporting- Form of Endorsement is used, Contractor shall make all reports as required therein so as to keep in force an amount of insurance which will equal the replacement cost of the work, materials, equipment, supplies, temporary structures, and other property covered thereby; and if, as a result of Contractor's failure to make any such report, the amount of insurance so recoverable shall be less than such replacement cost, Contractor's interest in the proceeds of such insurance, if any, shall be subordinated to Owner's interest to the end that Owner may receive full reimbursement for its loss.

C. Minimum Limits of Insurance

1. General Liability

Contractor

| | |
|-------------|--|
| \$2,000,000 | combined single limit per occurrence for bodily injury, personal injury, and property damage |
| \$2,000,000 | annual aggregate |

2. Automobile Liability

| | |
|-------------|--|
| \$2,000,000 | combined single limit per occurrence for bodily injury and property damage |
|-------------|--|

3. Workers' Compensation and Employers Liability

Workers' Compensation limits as required by applicable State Statutes (generally unlimited) and minimum of \$1,000,000 limit per accident for Employer's Liability.

General Liability and Automobile Liability insurance may be arranged under individual policies for the full limits required or by a combination of underlying policies with the balance provided by a form-following Excess or Umbrella Liability policy.

D. Deductibles and Self-Insured Retentions

All deductibles, co-payment clauses, and self-insured retentions must be declared to and approved by the Owner. The Owner reserves the right to request the reduction or elimination of unacceptable deductibles or self-insured retentions, as they would apply to the Owner, and their respective officers, officials, agents, consultants and employees. Alternatively, the Owner may request Contractor to procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

E. Other Insurance Provisions and Requirements

The respective insurance policies and coverage, as specified below, must contain, or be endorsed to contain the following conditions or provisions:

1. General Liability

The Owner, and its respective commissioners, officers, officials, agents, consultants and employees shall be endorsed as additional insureds by ISO form CG 20 26 Additional Insured - Designated Person or Organization. As additional insureds, they shall be covered as to work performed by or on behalf of the Contractor or as to liability which arises out of Contractor's activities or resulting from the performance of services or the delivery of goods called for by the Contract.

Contractor's insurance coverage shall be primary with respect to all additional insureds. Insurance of self-insurance programs maintained by the designated additional -insureds shall be excess of the Contractor's insurance and shall not contribute with it.

Additionally, the Contractor and Contractor's general liability insurer shall agree to waive all rights of subrogation against the Owner and any of their respective officers, officials, agents, consultants or employees for claims, losses, or expenses which arise out of Contractor's activities or result from the performance of services or the delivery of goods called for by the Contract.

Contractor's failure to comply with the terms and conditions of these insurance policies shall not affect or abridge coverage for the Owner, or for any of their officers, officials, agents, consultants or employees.

2. Automobile Insurance

The Owner, and their respective officers, officials, agents, consultants and employees shall be endorsed as additional insureds by ISO form CG 20 26 - Additional Insured Designated Person or Organization. As additional insureds, they shall be covered as to work performed by or on behalf of the Contractor or as to liability which arises out of Contractor's activities or resulting from the performance of services or the delivery of goods called for by the Contract.

Contractor's insurance coverage shall be primary with respect to all additional insureds. Insurance or self-insurance programs maintained by the designated additional insureds shall be in excess of the Contractor's insurance and shall not contribute with it.

Additionally, the Contractor and Contractor's automobile insurer shall agree to waive all rights of subrogation against the Owner and any of their respective officers, officials, agents, consultants or employees for claims, losses, or expenses which arise out of Contractor's activities or result from the performance of services or the delivery of goods called for by the Contract.

Contractor's failure to comply with the terms and conditions of these insurance policies shall not affect or abridge coverage for the Owner or for any of its officers, officials, agents, consultants or employees.

3. Workers' Compensation/Employer's Liability

Contractor's workers' compensation insurance shall be endorsed with NCCI form WC 00 03 01 A - Alternative Employer Endorsement. The Alternative Employer Endorsement shall designate the Owner as "alternate employers."

4. All Coverages

Each insurance policy required by this section of the Contract shall contain a stipulation, endorsed if necessary, that the Owner will receive a sixty (60) calendar day advance notice of any policy cancellation, unless a lesser period of notice is permitted under Missouri law. Ten (10) calendar days advance notice is required for policy cancellation due to non-payment of premium.

F. Insurer Qualifications and Acceptability

Insurance required hereunder shall be issued by an A.M. Best, "B+" rated, Class IX insurance company approved to conduct insurance business in the state of Missouri.

G. Verification of Insurance Coverage

Prior to Owner issuing a Notice to Proceed, the Contractor shall furnish the Owner with Certificate(s) of Insurance and with any applicable original endorsements evidencing the required insurance coverage. The insurance certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements received by the Owner are subject to review and approval by the Owner. The Owner reserves the right to require certified copies of all required policies at any time. If the scope of this contract will exceed one (1) year - or, if any of Contractor's applicable insurance coverage expires prior to completion of the work or services required under this contract - the Contractor will provide a renewal or replacement certificate before continuing work or services hereunder. If the Contractor fails to provide documentation of required insurance coverage, the Owner may issue a stop work order and no additional contract completion time and/or compensation shall be granted as a result thereof.

ARTICLE 7 – SUSPENSION OR TERMINATION OF CONTRACT

ARTICLE 7.1 - FOR SITE CONDITIONS

- A. When conditions at the site of the proposed work are considered by the Owner to be unsatisfactory for prosecution of the work, the Contractor may be ordered in writing to suspend the work or any part thereof until reasonable conditions exist. When such suspension is not due to fault or negligence of the Contractor, time allowed for completion of such suspended work will be extended by a period of time equal to that lost due to delay occasioned by ordered suspension. This will be a no cost time extension.

ARTICLE 7.2 - FOR CAUSE

A. Termination or Suspension for Cause:

1. If the Contractor shall file for bankruptcy, or should make a general assignment for the benefit of the creditors, or if a receiver should be appointed on account of insolvency, or if the contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if the contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of this contract, then the Owner may serve notice on the Contractor and the surety setting forth the violations and demanding compliance with this contract. Unless within ten (10) consecutive calendar days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the Owner may suspend the Contractor's right to proceed with the work or terminate this contract.
 2. In the event the Owner suspends Contractor's right to proceed with the work or terminates the contract, the Owner may demand that the Contractor's surety take over and complete the work on this contract, after the surety submits a written proposal to the Owner and receives written approval and upon the surety's failure or refusal to do so within ten (10) consecutive calendar days after demand therefore, the Owner may take over the work and prosecute the same to completion by bid or negotiated contract, or the Owner may elect to take possession of and utilize in completing the work such materials, supplies, appliances and plant as may be on the site of the work, and all subcontractors, if the Owner elects, shall be bound to perform their contracts.
- B. The Contractor and its surety shall be and remain liable to the Owner for any excess cost or damages occasioned to the Owner as a result of the actions above set forth.
- C. The Contractor in the event of such suspension or termination shall not be entitled to receive any further payments under this contract until the work is wholly finished. Then if the unpaid balance under this contract shall exceed all expenses of the Owner as certified by the Director such excess shall be paid to the Contractor; but, if such expenses shall exceed the unpaid balance as certified by the Director, the Contractor and their surety shall be liable for and shall pay the difference and any damages to the Owner.
- D. In exercising Owner's right to secure completion of the work under any of the provisions hereof, the Director shall have the right to exercise Owner's sole discretion as to the manner, methods and reasonableness of costs of completing the work.
- E. The rights of the Owner to suspend or terminate as herein provided shall be cumulative and not exclusive and shall be in addition to any other remedy provided by law.
- F. The Contractor in the event of such suspension or termination may be declared ineligible for Owner contracts for a minimal period of twelve (12) months. Further, no contract will be awarded to any Contractor who lists in their bid form any subcontractor whose prior performance has contributed, as determined by the Owner, to a breach of a contract. In order to be

considered for state-awarded contracts after this period, the Contractor/subcontractor will be required to forward acceptance reports to the Owner regarding successful completion of non-state projects during the intervening twelve (12) months from the date of default. No contracts will be awarded to a subcontractor/Contractor until the ability to perform responsibly in the private sector has been proven to the Owner.

ARTICLE 7.3 -- FOR CONVENIENCE

- A. The Owner may terminate or suspend the Contract or any portion of the Work without cause at any time, and at the Owner's convenience. Notification of a termination or suspension shall be in writing and shall be given to the Contractor and their surety. If the Contract is suspended, the notice will contain the anticipated duration of the suspension or the conditions under which work will be permitted to resume. If appropriate, the Contractor will be requested to demobilize and re-mobilize and will be reimbursed time and costs associated with the suspension.
- B. Upon receipt of notification, the Contractor shall:
1. Cease operations when directed.
 2. Take actions to protect the work and any stored materials.
 3. Place no further subcontracts or orders for material, supplies, services or facilities except as may be necessary to complete the portion of the Contract that has not been terminated. No claim for payment of materials or supplies ordered after the termination date shall be considered.
 4. Terminate all existing subcontracts, rentals, material, and equipment orders.
 5. Settle all outstanding liabilities arising from termination with subcontractors and suppliers.
 6. Transfer title and deliver to the Owner, work in progress, completed work, supplies and other material produced or acquire for the work terminated, and completed or partially completed plans, drawings information and other property that, if the Contract had been completed, would be required to be furnished to the Owner.
- C. For termination without cause and at the Owner's convenience, in addition to payment for work completed prior to date of termination, the Contractor may be entitled to payment of other documented costs directly associated with the early termination of the contract. Payment for anticipated profit and unapplied overhead will not be allowed.